

# **EXHIBIT 2**

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

SUMMIT MEDICAL GROUP, PLLC  
and SUMMIT PHYSICIANS GROUP, PLLC,  
(Sheila Williams)

Plaintiffs,  
v.

CITY OF DETROIT,

Defendant.

Case No. 14-010025-NF  
Honorable Patricia Fresard

14-010025-NF

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CATHY M. GARRETT

**PLAINTIFFS' MOTION FOR PARTIAL SUMMARY DISPOSITION, TO COMPEL  
PAYMENT OF INTEREST AND ATTORNEY FEES**

NOW COMES Plaintiffs, by and through their attorneys, HAAS & GOLDSTEIN, PC, and for their Motion for Partial Summary Disposition to compel payment interest and attorney fees, hereby states as follows:

1. This is a first-party action to recover unpaid medical expenses arising out of a May 10, 2012 motor vehicle collision in which Sheila Williams sustained injuries (**Exhibit A**, Deposition of Kelvin Lenton at 12:4-9).
2. As a result of the injuries Ms. Williams sustained in the subject accident, Plaintiffs have been providing medical treatment to her since June 14, 2012 (**Exhibit B**, Plaintiffs' Bills).

.3. Defendant admits that it is first in order of priority to pay outstanding No-Fault Benefits that are due and owing for Ms. Williams's injuries arising out of the May 10, 2012 motor vehicle collision (**Exhibit A**, 12:20-23).

4. In April of 2013, Plaintiffs retained Haas and Goldstein, P.C., as counsel to file this first party provider lawsuit to compel the payment of benefits (**Exhibit C**, Complaints).

5. Plaintiffs' case against Defendant settled through bankruptcy for dates of service prior to July 18, 2013.<sup>1</sup>

6. Plaintiffs have a remaining outstanding balance totaling \$31,687.39 for dates of service July 19, 2013 through the present for treatment provided to Ms. Williams (**Exhibit B**).<sup>2</sup>

7. Pursuant to the Michigan No-Fault Act Defendant is liable for personal protection insurance benefits for "all reasonable charges incurred for reasonably necessary products, services and accommodations for an injured person's care, recovery, or rehabilitation . . ." MCL 500.3107(1)(a). Furthermore, pursuant to MCL 500.3175(1), an "insurer to whom claims have been assigned shall make *prompt* payment of loss" in accordance with the no-fault law. Under MCL 500.3142(2), no-fault "benefits are overdue if not paid within 30 days after an insurer receives reasonable proof of the fact of the amount of loss sustained." Twelve percent penalty interest accrues if benefits are not paid within 30 days. *Id.*

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<sup>1</sup> Plaintiffs' filed a new complaint on August 14, 2014 for the outstanding bills that were not included in the bankruptcy settlement (**Exhibit C**).

<sup>2</sup> The bills still reflect a total balance for treatment from 6/14/12 to the present as the settlement funds for dates of treatment 6/14/12 through 7/18/13 have not yet been paid.

4. Defendant does not dispute that it has received reasonable proof of fact and of the amount of loss sustained (**Exhibit A**, 15:15-21; **Exhibit D**, Defendant's Answers to Plaintiffs' Interrogatories).

5. Without notice to Plaintiffs' attorney during the course of this litigation, on or about December 19, 2014, Defendant began tendering direct payments to Plaintiffs for sporadic outstanding dates of service (**Exhibit B**; **Exhibit E**, Check Stubs). Specifically, on December 19, 2014, Defendant issued payments directly to Plaintiff totaling \$3,486.87 for dates of service January 14, 2014, March 19, 2014, April 17, 2014, May 15, 2014 and May 19, 2014 (**Exhibit E**)<sup>3</sup>. On April 14, 2015, Defendant issued payments directly to Plaintiff totaling \$1,122.01 for date of service November 18, 2014. On April 29, 2015, Defendant issued payments directly to Plaintiffs totaling \$267.93 for dates of service October 16, 2013 and November 18, 2014.

6. **Defendant admits that these payments were not paid within thirty days of receiving reasonable proof in accordance with the No-Fault Act (Exhibit A, 30:15-317)**. Accordingly, there is no genuine issue of material fact that Defendant is liable for penalty interest, as Defendant did not issue interest on the payments that were admittedly overdue when made.

7. Pursuant to MCL 500.3148(1), an **“attorney is entitled to a reasonable fee for advising and representing a claimant in an action for personal or property protection insurance benefits which are overdue”**. The attorney's fee shall be a charge against the insurer **in addition to the benefits recovered**, if the court finds that

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<sup>3</sup> Bills were received by Defendant on 9/16/14, three months before Defendant issued payment (**Exhibit G**, EOBS).

the insurer unreasonably refused to pay the claim or unreasonably delayed in making proper payment."

8. In failing to pay these benefits within thirty days of receiving reasonable proof of fact and of the amount of loss sustained, a presumption of unreasonable delay arose, entitling Plaintiffs to reasonable attorney's fees under MCL 500.3148. Defendant then bears the burden of proving that its delay in tendering payment of benefits was based on a question of statutory construction or bona fide question of factual uncertainty.

9. Defendant has failed to offer proof that its delay in tendering payment was based on a question of statutory construction or a bona fide question of factual uncertainty. Rather, Defendant admitted that it almost never issues payments within the thirty day time frame, as it takes a minimum of thirty days to even review the bills (**Exhibit A**, 30:15-31:7).

10. Additional proof of Defendant's unreasonable delay is that once litigation was commenced, Defendant paid a significant portion of Plaintiffs' outstanding bills that were subject to this litigation. Accordingly, it is "no longer necessary to determine whether they were reasonable or necessary for [the injured person's] care, recovery, or rehabilitation and, thus, the question of whether the expense was reasonable and necessary became moot. See MCL 500.3107(1)(a); MSA 24.13107(1)(a)." *Mantei v. American Fellowship Mut. Ins. Co.*, (1999).

11. In addition, any recovery of overdue personal protection benefits payable under an automobile no-fault insurance policy which is secured through the efforts of an attorney is a judgment or fund against which a lien by the

attorney for his fee can attach. *Miller v Detroit Auto. Inter-Insurance Exchange* 139

Mich App 565 (1984). An attorney's lien is enforceable against a third party where the third party has actual notice of the lien or where circumstances known to the third party are such that the third party ought to have inquired as to the claim of the attorney. *Nichols v Waters*, 201 Mich 27, 34 (1918).

12. The aforementioned payments were made directly to Plaintiffs after Plaintiffs' counsel filed this lawsuit (**Exhibit C; Exhibit E**).

13. Despite having both constructive and actual notice of counsel's lien, Defendant tendered direct payment to Plaintiffs without counsel's knowledge, subsequent to Defendant being advised of Plaintiffs' attorney lien and subsequent to litigation being commenced. (**Exhibit C**). Moreover, Plaintiffs' Counsel e-mailed Defendant several times and sent letters asking Defendant to please stop sending payments to the provider directly (**Exhibit F**, Letter to Defendant; **Exhibit H**, Email to Defendant). Defendant acknowledged that it was aware that it was to issue payments to Plaintiffs' Counsel and not to Plaintiffs directly (**Exhibit A**, 24:3-24:15). Nevertheless, Defendant proceeded to issue these payments directly to the provider without Plaintiffs' law firm's name appearing on the draft.

14. Accordingly, Plaintiffs' law firm is entitled to be paid its attorney lien and/or a reasonable attorney fee.

15. Plaintiffs are bringing this motion for summary disposition to compel payment of interest and attorney fees on the aforementioned late payments made directly to Plaintiffs, despite Plaintiffs' Counsel's attorney lien.

16. Michigan law is clear that a motion for summary disposition under MCR 2.116(C)(10) must be granted unless the nonmoving party presents affidavits or "admissible evidence" establishing a genuine issue of material fact. *Wheeler v Charter Twp of Shelby*, 265 Mich App 657, 663 (2005); MCR 2.116(G)(6).

16. As Defendant City of Detroit has not provided admissible evidence to establish a genuine issue of material fact pursuant to MCR 2.116(C)(10), and for reasons more specifically set forth below, Plaintiffs' motion for partial summary disposition must be granted, entitling Plaintiff to the payment of interest and reasonable attorney fees pursuant to MCL 500.3148(1).

WHEREFORE, Plaintiffs respectfully request that this Honorable Court grant Plaintiffs' motion for partial summary disposition, ordering the payment of interest and reasonable attorney fees.

### **BRIEF IN SUPPORT**

#### **I. INTRODUCTION**

This is a first-party action to recover unpaid medical expenses arising out of a May 10, 2012 motor vehicle accident in which Sheila Williams sustained injuries. Plaintiffs have been providing medical treatment to Ms. Williams since June of 2012 as a result of her accident related injuries.

As further set forth below, Plaintiffs move for partial summary disposition pursuant to MCR 2.116(C)(10) as there is no genuine issue of material fact that Defendant's payments issued to Plaintiffs after litigation commenced were overdue at the time payment was issued, and interest and attorney fees are owing. Moreover, there is no genuine issue of material fact that Defendant issued payments directly to

Plaintiffs in violation of Plaintiffs' counsel's attorney lien. Accordingly, Partial Summary Disposition pursuant to MCR 2.116(C)(10) is appropriate in this case.

## **II. STANDARD FOR SUMMARY DISPOSITION**

Summary disposition is proper where "except as to the amount of damages, there is no genuine issue as to any material fact." MCR 2.116(C)(10). "Under MCR 2.116(C)(10), the motion tests the factual support for a claim and must be supported by affidavits, depositions, admissions, or other documentary evidence." *Maiden v. Rozwood*, 461 Mich. 109, 120; 597 N.W.2d 817 (1999). "A court properly grants the motion when the proffered evidence, viewed in the light most favorable to the nonmoving party, fails to establish any genuine issue of material fact and the moving party is entitled to judgment as a matter of law." *West v. Gen. Motors Corp.*, 469 Mich. 177, 183; 665 N.W.2d 468 (2003).

## **III. UNDISPUTED FACTS**

Plaintiffs noticed the deposition of Defendant's claim representative, Kelvin Lenton, to take place on February 18, 2015, pursuant to MCR 2.306. Defendant produced Kelvin Lenton for deposition in accordance with the notice. He testified that he was the claim representative on Ms. Williams's file and that he was the best person to testify on behalf of Defendant:

Q: Have you handled this file since June of 2013?

A: Yes.

Q: Have you handled it the whole time, even prior to that?

A: Yes.

Q: And as we sit here, you're the person with authority to pay this claim?

A: Yes.

(**Exhibit A**, 11:8-16)

Defendant admits that there is no dispute that Ms. Williams was involved in a motor vehicle accident on May 10, 2012 and that she sustained injuries:

Q: You don't dispute that Ms. Williams was involved in a motor vehicle accident, right?

A: Do not dispute.

Q: And you don't dispute that she sustained some injuries in that accident.

A: I don't dispute that.

(**Exhibit A**, 12:4-9)

Further, Defendant admitted that it has no basis to dispute that it is first in order of priority to issue payment of Ms. Williams's benefits:

Q: Do you have any information or basis to tell me that there's a higher order of priority PIP insurer to pay for this claim?

A: No basis.

(**Exhibit A**, 12:20-23)

Plaintiffs have been providing treatment to Ms. Williams since June of 2012

(**Exhibit B**). In April of 2013, Plaintiffs retained Haas and Goldstein, P.C., as counsel to file this first party provider lawsuit to compel the payment of benefits (**Exhibit C**). Plaintiffs' case against Defendant settled through bankruptcy for dates of service November 20, 2012 through July 18, 2013. Plaintiffs have a remaining outstanding

balance totaling \$31,687.39 for dates of service July 19, 2013 through the present for treatment provided to Ms. Williams (**Exhibit B**).<sup>4</sup>

Defendant does not dispute that it has received reasonable proof of fact and of the amount of loss sustained (**Exhibit A**, 15:15-21; **Exhibit D**, Defendant's Answers to Plaintiffs' Interrogatories; **Exhibit G**).

Without notice to Plaintiffs' attorney during the course of this litigation, on or about December 23, 2014, Defendant began tendering **direct payments to Plaintiffs** for sporadic outstanding dates of service (**Exhibit B**; **Exhibit E**). Specifically, on December 23, 2014, Defendant issued payments directly to Plaintiff totaling \$3,486.87 for dates of service January 14, 2014, March 19, 2014, April 17, 2014, May 15, 2014 and May 19, 2014 (**Exhibit E**)<sup>5</sup>. On April 14, 2015, Defendant issued payments directly to Plaintiff totaling \$1,122.01 for date of service November 18, 2014. On April 29, 2015, Defendant issued payments directly to Plaintiffs totaling \$267.93 for dates of service October 16, 2013 and November 18, 2014. On May 1, 2015, Defendant issued payment directly to Plaintiffs totaling \$1,122.01 for date of service November 18, 2014<sup>6</sup>.

Despite having both constructive and actual notice of counsel's lien, Defendant tendered direct payment to Plaintiff without counsel's knowledge, subsequent to Defendant being advised of Plaintiff's attorney lien and subsequent to litigation being commenced. (**Exhibit E**). Moreover, **Plaintiff's Counsel e-mailed Defendant several times and sent Defendant letters asking Defendant to please stop sending payments to the provider directly (Exhibit F; Exhibit H)**. **Defendant acknowledged**

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<sup>4</sup> The bills still reflect a total balance for treatment from 6/4/12 through the present as the settlement funds for dates of treatment 6/4/12 through 7/18/13 have not yet been paid.

<sup>5</sup> Bills were received by Defendant on 9/16/14, three months before Defendant issued payment (**Exhibit G**, EOBS).

**that it was aware that it was to issue payments to Plaintiff's Counsel and not to Plaintiff directly:**

Q: What I have is an explanation of Benefits. The process date is June 12, 2013. And there's a handwritten note on here. Is that your handwriting, Mr. Lenton?

A: It appears to be.

Q: Okay. And it looks like you had indicated not to issue payment directly to providers. Is that accurate?

A: That is correct.

(Exhibit A, 24:3-11)

Nevertheless, Defendant proceeded to issue these payments directly to the provider without Plaintiffs' law firm's name appearing on the draft.

**Furthermore, Defendant admits that these payments were not paid within thirty days of receiving reasonable proof in accordance with the No-Fault Act**  
**(Exhibit A, 30:15-317; Exhibit E).** Despite Defendant's admission, Defendant failed to issue interest payments along with the aforementioned late payments. Accordingly, as further set forth below, Plaintiffs are entitled to mandatory interest and Plaintiffs' law firm is entitled to be paid its attorney lien and/or a reasonable attorney fee.

#### **IV. LAW AND ARGUMENT**

##### **A. Defendant is liable for penalty interest for the aforementioned overdue payments.**

"Personal protection insurance benefits are overdue if not paid within 30 days after an insurer receives reasonable proof of the fact and of the amount of loss sustained." MCL 500.3142(2). "An overdue payment bears simple interest at the rate

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<sup>6</sup> Two payments, each in the amount of \$1,122.01, have been issued directly to Plaintiffs for date of service

of 12% per annum." MCL 500.3142(3). The reasonableness of the insurer's actions or the insurer's good faith in not timely paying benefits is irrelevant. The trial court must assess penalty interest against a no-fault insurer if the insurer refuses to pay benefits after receiving reasonable proof of loss and it is later determined to be liable, notwithstanding the insurer's good faith in not promptly paying the benefits. See *Williams v. AAA Michigan*, 250 Mich.App. 249, 265, 646 N.W.2d 476 (2002) and *Davis v. Citizens Ins. Co. of America*, 195 Mich.App. 323, 328; 489 N.W.2d 214 (1992).

Defendant failed to issue payment to Plaintiffs within 30 days of receiving reasonable proof of the fact and of the amount of loss sustained. As set forth above, Defendant's claim specialist confirmed the same. Accordingly, as outstanding benefits were well overdue at the time payment was issued, Defendant is liable for mandatory penalty interest.

Michigan law is clear that a motion for summary disposition under MCR 2.116(C)(10) must be granted unless the nonmoving party presents affidavits or "admissible evidence" establishing a genuine issue of material fact. *Wheeler v Charter Twp of Shelby*, 265 Mich App 657, 663 (2005); MCR 2.116(G)(6). Further, Defendant cannot put forth an affidavit claiming that it has a reason for denying payment for Plaintiffs' undisputed charges. An affidavit in support of a motion for summary disposition cannot contradict prior deposition testimony. "It is well settled that a party may not raise an issue of fact by submitting an affidavit that contradicts the party's prior clear and unequivocal testimony" *Palazzola v. Karmazin Prods. Corp.*, 223 Mich. App.

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November 18, 2014.

141, 155 (1997). This Court has discussed the reasons for such a rule. "When a party makes statements of fact in a 'clear, intelligent, unequivocal' manner, they should be considered as conclusively binding against him in the absence of any explanation or modification, or of a showing of mistake or improvidence." *Dykes v William Beaumont Hospital*, 246 Mich. App. 471, 480; 633 N.W.2d 440 (2001), quoting *Barlow v John Crane-Houdaille, Inc.*, 191 Mich. App. 244, 250; 477 N.W.2d 133 (1991), quoting *Gamet v Jenks*, 38 Mich. App. 719, 726; 197 N.W.2d 160 (1972).

Accordingly, as Defendant's claim representative testified that Defendant issued overdue payments to Plaintiffs, it cannot now create a question of material fact by affidavit or otherwise regarding any reason the overdue benefits remained unpaid for months.

**B. There is no genuine issue of material fact that Plaintiffs' law firm is entitled to be paid its attorney lien and/or fee on all amounts recovered on behalf of Plaintiff, *in addition to the claims paid*.**

Pursuant to MCL 500.3148(1), an

"attorney is entitled to a reasonable fee for advising and representing a claimant in an action for personal or property protection insurance benefits which are overdue. The attorney's fee shall be a charge against the insurer in addition to the benefits recovered, if the court finds that the insurer unreasonably refused to pay the claim or unreasonably delayed in making proper payment."

As the no-fault Act requires "prompt payment" of PIP benefits, any delay or denial of payment is presumptively unreasonable, shifting the burden of proving reasonableness of the actions to the insurer. *Combs, supra; Attard v Citizens Ins. Co. of America*, 237 Mich App 311, 317; 602 NW2d 633 (1999) (emphasis added). A rebuttable presumption of undue delay arises when benefits are not paid within thirty days after the insurer receives reasonable proof of loss. MCL 500.3142(2) (emphasis added).

See *Conway v. Continental Ins. Co.*, 180 Mich. App. 447, 452 (1989). *Bradley v DAJIE*, 130 Mich App 34, 46; 343 NW2d 506 (1983); *Bloemsma, supra* at 696-697. The only way to rebut this presumption is for the insurer to show that the denial of or delay in payment is the product of a legitimate question of statutory construction, constitutional law or factual uncertainty. *Attard, supra* (emphasis added).

In addition, any recovery of overdue personal protection benefits payable under an automobile no-fault insurance policy which is secured through the efforts of an attorney is a judgment or fund against which a lien by the attorney for his fee can attach. *Miller v Detroit Auto. Inter-Insurance Exchange* 139 Mich App 565 (1984). An attorney's lien is enforceable against a third party where the third party has actual notice of the lien or where circumstances known to the third party are such that the third party ought to have inquired as to the claim of the attorney. *Nichols v Waters*, 201 Mich 27, 34 (1918).

Defendant's partial payments were admittedly made months after Defendant received reasonable proof of fact and of the amount of loss sustained (**Exhibit A**, 30:15-20). Defendant has failed to offer proof that its delay in tendering payment was based on a question of statutory construction or a bona fide question of factual uncertainty. Rather, Defendant admitted that it almost never issues payments within the thirty day time frame, as it takes a minimum of thirty days to even review the bills (**Exhibit A**, 30:15-31:7). Simply stated, the claim was inexcusably unpaid without explanation for months, triggering Defendant's statutory obligation to pay Plaintiffs' reasonable attorney fees.

Additional proof of Defendant's unreasonable delay is that once litigation was commenced, Defendant paid Plaintiffs' outstanding bills that were subject to this litigation. Accordingly, it is "no longer necessary to determine whether they were reasonable or necessary for [the injured person's] care, recovery, or rehabilitation and, thus, the question of whether the expense was reasonable and necessary became moot. See MCL 500.3107(1)(a); MSA 24.13107(1)(a)." *Mantei v. American Fellowship Mut. Ins. Co.*, (1999).

As set forth above, the partial payments were made directly to Plaintiffs after Plaintiffs' counsel filed this lawsuit. Despite having both constructive and actual notice of counsel's lien, Defendant tendered direct payment to Plaintiffs without counsel's knowledge, subsequent to Defendant being advised of Plaintiffs' attorney lien and subsequent to litigation being commenced (**Exhibit A**, 24:3-15; **Exhibit C**; **Exhibit E**; **Exhibit H**). These payments were made directly to the provider without Plaintiffs' law firm's name appearing on the draft (**Exhibit E**). Accordingly, Plaintiffs' law firm is entitled to be paid its attorney lien and/or fee, **in addition to** the claims that were paid.

#### IV. Conclusion

WHEREFORE, Plaintiffs respectfully request that this Honorable Court grant Plaintiffs' motion for partial summary disposition, ordering the payment of interest and reasonable attorney fees.

##### CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause to each of the attorneys of record herein at their respective addresses disclosed on the pleadings on 6/4 20<sup>15</sup>

By:  Overnight Courier     FAX     E mailed  
 Hand Delivered     U.S. Mail     E filed  
 Certified Mail     Scanned     Other

Signature Justin Haas

Dated: June 1, 2015

Respectfully submitted,

/s/Justin Haas

JUSTIN HAAS (P53153)

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# **EXHIBIT A**

STATE OF MICHIGAN  
IN THE CIRCUIT COURT, COUNTY OF WAYNE

SUMMIT MEDICAL GROUP, PLLC,  
and SUMMIT PHYSICIANS GROUP, PLLC,  
(Sheila Williams)

Plaintiffs,

vs. Case No.: 14-010025-NF  
Honorable Patricia Fresard

CITY OF DETROIT,

Defendant.

\* \* \* \* \*

The deposition of KELVIN LENTON taken in the above-entitled cause before Susan E. Castino, (CSR 4856) and Notary Public for the County of Wayne, Michigan, at 2 Woodward Avenue, Detroit, Michigan, on February 18, 2015, commencing at or about the hour of 10:00 a.m.

<p>1 APPEARANCES: 2 MATTHEW PAYNE (P73982) 3 Haas &amp; Goldstein, PC 3 31275 Northwestern Highway, Suite 225 Farmington Hills, MI 48334 4 248.702.6550 5 APPEARING ON BEHALF OF THE PLAINTIFF 6 7 8 CELESTA CAMPBELL (PS4382) City of Detroit Law Department 9 2 Woodward Avenue, Suite 500 Detroit, MI 48226 10 313.237.3068 campc@detroitmi.gov 11 APPEARING ON BEHALF OF THE DEFENDANTS 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 (On the record at 10:10 a.m.) 2 WHEREUPON, 3 KELVIN LENTON, 4 having first been duly sworn, was examined 5 and testified on his oath as follows: 6 THE WITNESS: Yes. 7 DIRECT EXAMINATION 8 BY MR. PAYNE: 9 Q Good morning, Mr. Lenton. My name is Matt Payne. I'm here representing Summit Medical Group and 10 Summit Physicians Group regarding Sheila Williams. 11 And it's my understanding that you're the adjuster 12 for the City of Detroit in that claim. 13 A Good morning. And yes. 14 Q How long have you been with the City of Detroit? 15 A Fifteen years. 16 Q And have you been an adjuster for that entire 17 time? 18 A No. 19 Q What was your prior job? 20 A Law clerk. 21 Q And how long have you been an adjuster? 22 A Probably, 14 years. 23 Q Can you briefly describe your duties as an adjuster for the City for me? 24 25</p>
<p style="text-align: center;">Page 2</p> <p>1 INDEX 2 DEPOSITION OF KELVIN LENTON 3 Direct Examination by Mr. Payne ..... 4 4 5 6 7 EXHIBITS 8 9 10 (None were marked.) 11 12 13 14 15 16 17 18 19 20 CERTIFICATE OF NOTARY ..... 34 21 22 23 24 25</p>	<p style="text-align: center;">Page 4</p> <p>1 A I adjust the claim bills. If there's an investigation conducted, the investigation. 2 3 Q Okay. 4 MS. CAMPBELL: Can we go off the 5 record for a second? 6 MR. PAYNE: Sure. 7 (Off the record.) 8 Q (By Mr. Payne) So it's my understanding, after a brief discussion off the record, that you don't 9 actually work for the City of Detroit; is that 10 true? 11 A No. 12 Q You work for York Risk Management? 13 A That's correct. 14 Q And when did that change, October of last year? 15 A September. 16 Q September. Okay. 17 But you still adjust claims filed with the 18 City of Detroit for personal protection insurance 19 benefits? 20 A Yes. 21 Q Have you had any training in that regard? 22 A Some. 23 Q And can you describe that for me, please? 24 A On-the-job training, seminars, classes, college</p>
<p style="text-align: center;">Page 3</p>	<p style="text-align: center;">Page 5</p>

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1        classes.  
 2    Q    Can you tell me what your highest level of  
 3        education is.  
 4    A    Law degree.  
 5    Q    Okay. Where did you get your law degree?  
 6    A    University of Detroit.  
 7        They call it University of Detroit Law, now.  
 8    Q    Have you had any certifications or anything  
 9        outside the City of Detroit outside of York Risk  
 10      Management pertaining to adjustment of PIP claims?  
 11     A    I have my adjuster's license.  
 12     Q    Okay. When did you get that?  
 13     A    Somewhere around October of last year.  
 14     Q    Okay.  
 15     A    September or October of last year.  
 16     Q    Was that --  
 17     A    Maybe earlier.  
 18        Roughly, August of last year. I'm trying to  
 19        think. August of last year. Yeah.  
 20     Q    Was that part of the transition to York?  
 21     A    Correct.  
 22     Q    They required that for you to go work there?  
 23     A    Correct. Yes.  
 24     Q    So, obviously, in all these years -- I mean, you  
 25        have a law degree, all these years adjusting PIP

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1        annum would be applied?  
 2    A    Yes.  
 3    Q    And that additionally, if litigation has to be  
 4        filed to recover unpaid benefits, it's possible  
 5        that attorney fees could be awarded based on a  
 6        finding of unreasonable delay or denial?  
 7    A    Yes.  
 8    Q    Mr. Lenton, do you have any medical training or  
 9        degrees?  
 10     A    No.  
 11     Q    So when you adjust some of these claims and you're  
 12        trying to determine necessity and causation of  
 13        treatment and those sorts of things, you would  
 14        rely on doctors to kind of make those  
 15        determinations for you?  
 16     A    Yes.  
 17     Q    Do you personally determine what constitutes a  
 18        reasonable rate for service?  
 19     A    No.  
 20     Q    And who do you rely on for that?  
 21     A    The bills are -- excuse me -- the bills are  
 22        audited or adjusted.  
 23     Q    Okay. Does York do that internally, do you know?  
 24     A    Now?  
 25     Q    Yes.

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1        claims, you're, obviously, familiar the  
 2        No-Fault Act.  
 3    A    Somewhat.  
 4    Q    And you would be familiar with the standard when  
 5        no-fault benefits are to be paid?  
 6    A    Yes.  
 7    Q    And bear with me. This is a little bit long, but  
 8        I'm going to try to summarize that standard.  
 9        Would you agree with me that it's to pay  
 10        reasonable charges incurred for reasonably  
 11        necessary services for an injured person's care,  
 12        recovery or rehabilitation regarding injuries  
 13        sustained in a motor vehicle accident?  
 14     A    I agree.  
 15     Q    And you're aware that there are certain  
 16        limitations regarding the timing of paying  
 17        benefits in the No-Fault Act, as well?  
 18     A    Yes.  
 19     Q    And that would generally be to pay out within  
 20        30 days of receipt of reasonable proof of the fact  
 21        of amount of loss?  
 22     A    Yes.  
 23     Q    And that if benefits aren't paid within that time  
 24        after reasonable proof has been submitted, that  
 25        penalty interest in the amount of 12 percent per

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1        A    Yes.  
 2    Q    So for this claim, after the transition to York  
 3        last year, all of those bills get audited in-house  
 4        at York?  
 5    A    It's a division of York, yes.  
 6    Q    Okay. Do you know how they come up with the  
 7        adjusted rates?  
 8    A    No idea.  
 9    Q    Okay. Do you know -- do you have a contact person  
 10        that you could talk to on a particular claim to  
 11        find out that information?  
 12     A    No.  
 13     Q    Okay. Can you tell me a little bit about the  
 14        process as far as you receive a bill for medical  
 15        services.  
 16     A    Uh-huh.  
 17     Q    What happens, then, to determine -- let's say you  
 18        decide it's payable. What happens, then, to  
 19        determine the rate that's paid?  
 20     A    Now?  
 21     Q    Yes, please.  
 22     A    Well, it's -- it's sent out to be audited at a  
 23        separate division of York.  
 24     Q    So you get the bill in. You send it -- is it  
 25        e-mail, fax or internal mail -- you have like a

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<p>1 drop box you put it in?</p> <p>2 A No. It goes into the computer system by our input</p> <p>3 people.</p> <p>4 Q Okay. Do you have claims processors, then, or</p> <p>5 something along those lines?</p> <p>6 A It's automatically put into the computer.</p> <p>7 Q So you do have somebody -- before you even see a</p> <p>8 bill, does it go through that process, it gets put</p> <p>9 into the computer by data entry personnel?</p> <p>10 A Yes.</p> <p>11 Q And then at the same time, it probably goes</p> <p>12 through the auditing process and also goes to you?</p> <p>13 A Kind of. The computer makes a sweep every night</p> <p>14 of medical bills and they automatically go for</p> <p>15 review.</p> <p>16 Q Do you -- are you notified -- when the bills come</p> <p>17 in that nightly sweep, are you notified, then,</p> <p>18 that the bills are in?</p> <p>19 A Yes.</p> <p>20 Q For the claims that you handle, obviously.</p> <p>21 A Yes.</p> <p>22 Q So is it kind of simultaneous, then. You get a</p> <p>23 bill in. It gets entered into the computer. It</p> <p>24 goes for review for the reasonable rate. And then</p> <p>25 it also goes to you at the same time.</p>	<p>1 Q And I do just briefly want to run through a couple</p> <p>2 of things, here, even though I know there's no</p> <p>3 denial.</p> <p>4 You don't dispute that Ms. Williams was</p> <p>5 involved in a motor vehicle accident, right?</p> <p>6 A Do not dispute.</p> <p>7 Q And you don't dispute that she sustained some</p> <p>8 injuries in that accident.</p> <p>9 A I don't dispute that.</p> <p>10 Q And you also don't dispute that the</p> <p>11 City of Detroit is first in order of priority to</p> <p>12 pay her PIP benefits for that accident?</p> <p>13 MS. CAMPBELL: Can we go off of the</p> <p>14 record?</p> <p>15 MR. PAYNE: Sure.</p> <p>16 (Off the record.)</p> <p>17 Q (By Mr. Payne) All right. Mr. Lenton, after a</p> <p>18 brief discussion with your attorney, I'm going to</p> <p>19 rephrase the question.</p> <p>20 Do you have any information or basis to tell</p> <p>21 me that there's a higher order of priority PIP</p> <p>22 insurer to pay for this claim?</p> <p>23 A No basis.</p> <p>24 Q Okay. Would agree with me that in your time as an</p> <p>25 adjuster both for the City of Detroit and for York</p>
<p style="text-align: center;">Page 10</p> <p>1 A Well, not at the same time. The review process</p> <p>2 has to take place first and then it comes back to</p> <p>3 my computer reviewed.</p> <p>4 Q Okay. So you know that it's in, but you don't</p> <p>5 really have anything to look at until it goes</p> <p>6 through the auditing process.</p> <p>7 A Correct.</p> <p>8 Q Gotcha. Have you handled this file since</p> <p>9 June of 2013?</p> <p>10 A Yes.</p> <p>11 Q Have you handled it the whole time, even prior to</p> <p>12 that?</p> <p>13 A Yes.</p> <p>14 Q And as we sit here today, you're the person with</p> <p>15 authority to pay this claim?</p> <p>16 A Yes.</p> <p>17 Q And it's actually my understanding that there</p> <p>18 hasn't been a denial, true?</p> <p>19 A Correct.</p> <p>20 Q So there are still bills being processed and that</p> <p>21 whole procedure is still being followed as far as</p> <p>22 any bills that are coming at this point?</p> <p>23 A That's correct.</p> <p>24 Q Does York have a special investigations unit?</p> <p>25 A Not to my knowledge.</p>	<p style="text-align: center;">Page 12</p> <p>1 that you would not issue payment for benefits</p> <p>2 unless you've received reasonable proof for those</p> <p>3 charges?</p> <p>4 A Correct.</p> <p>5 Q So you would agree with me that all benefits paid</p> <p>6 specifically on Ms. Williams' claim have been</p> <p>7 properly paid.</p> <p>8 A Correct.</p> <p>9 Q And you don't have any basis to dispute that the</p> <p>10 treatment provided by Summit Medical Group and</p> <p>11 Summit Physicians Group actually happened, right?</p> <p>12 A None.</p> <p>13 Q Would you agree with me that the fact that a claim</p> <p>14 goes into litigation is not a basis to deny</p> <p>15 payment?</p> <p>16 A Correct.</p> <p>17 Q Now, I did go through the claim file. And I do</p> <p>18 have a couple just general questions getting back</p> <p>19 to that procedure.</p> <p>20 When you get -- when you receive a bill from</p> <p>21 a provider on a given claim is there a timestamp</p> <p>22 or some other method to determine when it was</p> <p>23 received?</p> <p>24 A Date stamp?</p> <p>25 Q Sure.</p>

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Page 13

4 (Pages 10 to 13)

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1 A Yeah, date stamp.  
 2 Q Is it electronic or is it physically on the  
 3 records?  
 4 A I'm not aware how they put it on there --  
 5 Q Okay.  
 6 A -- on the face of the bill.  
 7 Q But in your system, there's a way to kind of bring  
 8 up maybe a summary of what bills were submitted  
 9 and on what date?  
 10 A Yes.  
 11 Q Okay. And you do use -- I don't know if you call  
 12 it an activity log -- but you do make notes on  
 13 every claim; is that true?  
 14 A Yes.  
 15 Q And you would agree with me that the notes that  
 16 you make are kind of the important or significant  
 17 type actions or decisions?  
 18 A Yes.  
 19 Q And that would include, you know, bill payment or  
 20 bill receipt, denial bases, that sort of thing?  
 21 A Yes.  
 22 Q Would you agree with me that generally for a  
 23 medical provider, that reasonable proof would  
 24 constitute the billing, the HCFA forms, possibly a  
 25 billing ledger and then the corresponding medical

Page 14

1 Q Okay. Everything was handled in-house?  
 2 A Yes.  
 3 Q What was kind of the procedure at that point,  
 4 then, when you get a bill from a medical provider  
 5 as far as the process from the time it comes in to  
 6 the time that it gets paid or denied?  
 7 A Similar to York, except we had to send it out to  
 8 be audited.  
 9 Q Okay. So you did use an outside third-party  
 10 company just to do the auditing portion.  
 11 A Correct.  
 12 Q But you, personally, would make all the decisions  
 13 whether it's related to the accident, whether the  
 14 services were necessary, all of the other types of  
 15 elements that must be met before you issued  
 16 payment?  
 17 A Yes.  
 18 Q Generally, how long before it was handled in-house  
 19 at York would it take for the bills to get  
 20 audited?  
 21 A Could you restate that again?  
 22 Q Sure.  
 23 When you had to send the bill out to get  
 24 audited for an adjusted amount, can you tell me  
 25 just generally how long that would usually take?

Page 16

1 records?  
 2 A Yes.  
 3 Q Are you aware of any preexisting injuries for  
 4 Ms. Williams that may come into play in this claim  
 5 at all?  
 6 A Not to my knowledge, no.  
 7 Q Okay. I have your answers to my interrogatories  
 8 in front of me. And it was -- I believe you and  
 9 your attorney answered these.  
 10 Do you remember doing that?  
 11 A Yes.  
 12 Q It was probably just a few weeks ago -- or within  
 13 a few weeks.  
 14 A Yes.  
 15 Q So question five asks about the proof that would  
 16 have been submitted by my clients,  
 17 Summit Medical Group and Summit Physicians Group.  
 18 And the answer -- probably from that summary,  
 19 maybe, that we were talking about as far as the  
 20 dates that are listed when you received the proof?  
 21 A Yes. The best of my knowledge, yes.  
 22 Q Okay. The City of Detroit used a third-party  
 23 administrator before York, right, before October  
 24 of last year?  
 25 A No.

Page 15

1 A Before York?  
 2 Q Yes.  
 3 A It varied. It could be -- it could be 30 days or  
 4 a month, sometimes a little longer. It could take  
 5 six weeks.  
 6 Q Okay.  
 7 A Depending on, I guess, the workload.  
 8 Q And then once you get the reviewed amount back,  
 9 was there then another step that you had to go  
 10 through the City to actually get the funds to pay  
 11 that claim?  
 12 A Yes.  
 13 Q Okay. And then how long would that take,  
 14 generally?  
 15 A Now, that all depended on the person having to  
 16 sign off on it, the supervisor at the time.  
 17 Q Okay. So I guess just generally speaking, it  
 18 sounds like we may be well outside the 30-day  
 19 timeline set forth in the No-Fault Act as far as  
 20 before York.  
 21 A Yes.  
 22 Q From the time when you receive a bill, determine  
 23 it to be payable and then finally get that payment  
 24 issued, it was -- it sounds like it's almost  
 25 always more than 30 days later.

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5 (Pages 14 to 17)

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1 A Yes.  
 2 Q Okay. And still, as of today's date there's no  
 3 denial on this claim?  
 4 A Correct.  
 5 Q Everything that's being submitted is being  
 6 reviewed for -- or reviewed, I guess, only for the  
 7 adjusted rate and then payment is being issued?  
 8 A Correct.  
 9 Q Okay. Is there an IME scheduled?  
 10 A I believe there is.  
 11 Q Okay. Would it help --  
 12 A I can't say for certain, though.  
 13 Q What's making me ask that is this note in the  
 14 activity log dated January 7th of 2015, that says  
 15 there's an IME bill. And then this one says  
 16 there's an IME notice.  
 17 Does that help?  
 18 A Okay. So now what's your question, again, now?  
 19 Q Is there an IME scheduled, do you know?  
 20 A Absolutely scheduled.  
 21 Q Okay.  
 22 A Yes. According to this, yes --  
 23 Q Okay.  
 24 A IME notice.  
 25 Q Is there a way for you to find out, I mean, in the

Page 18

1 procedure to get the money from the  
 2 City of Detroit and actually pay the claim?  
 3 A Yes.  
 4 Q And that still takes the same amount of time?  
 5 A It takes time, yes.  
 6 Q Is that -- since the bankruptcy in '13, does it  
 7 take longer now for that part of the process?  
 8 A I can't say that for sure. I'm not certain.  
 9 Q That's fair.  
 10 Are there any new procedures since the  
 11 transition to York as far as what constitutes  
 12 reasonable proof to pay a provider bill on a  
 13 claim?  
 14 A New procedures?  
 15 Q Yes.  
 16 A No.  
 17 Q Okay. It seems like -- I'm just looking through  
 18 the log, here, and it looks like there are some  
 19 references to an attending physician report or  
 20 things of that nature.  
 21 Do you know anything about whether you  
 22 require an attending physician report as to the  
 23 causation being the motor vehicle accident for the  
 24 injuries that are being treated?  
 25 Is that a York thing or do you know anything

Page 20

1 materials you have or otherwise, when that's  
 2 scheduled?  
 3 A No. Not from here.  
 4 Q Okay.  
 5 A It would be in those notes, there.  
 6 Q You said it would be in these notes?  
 7 A It would not be here.  
 8 Q Oh, okay.  
 9 Since the transition to York, are you able to  
 10 process and pay bills a little bit faster?  
 11 A Yes.  
 12 Q Okay. And I would imagine that's because it's a  
 13 little bit faster having the auditing system be  
 14 in-house; is that accurate?  
 15 A Partial, yes.  
 16 Q Can you explain the partial?  
 17 A I mean, what would be your question in particular?  
 18 Q So you said it could be anywhere from, you know,  
 19 four to six weeks before the transition to York to  
 20 get the bills audited by an outside company.  
 21 A Yes.  
 22 Q Is it generally shorter than that now that York  
 23 does it in-house?  
 24 A Yes.  
 25 Q But you still do have to go through the same

Page 19

1 about that at all?  
 2 A Yes, I do.  
 3 Q Okay. And what is your knowledge of that type of  
 4 report?  
 5 A That's for all new claims.  
 6 Q All new claims after what date?  
 7 A After October 1st.  
 8 Q Okay. So claims that don't get -- that haven't  
 9 been filed until after then; is that --  
 10 A Correct.  
 11 Q So this claim wouldn't be part of that new  
 12 procedure.  
 13 A No.  
 14 Q Are there any other new procedures like that aside  
 15 from the attending physician report that you're  
 16 aware of?  
 17 A New procedures?  
 18 Q Right.  
 19 A All the no-fault documents need to be in the file  
 20 before payment can be made.  
 21 Q And are those documents created by York?  
 22 A Yes.  
 23 Q Can you briefly describe those documents for me,  
 24 if you know?  
 25 A From memory?

Page 21

6 (Pages 18 to 21)

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1 Q Yeah.  
 2 I mean, is there an Application for Benefits?  
 3 A Yes.  
 4 Q Sometimes an Affidavit of No Insurance.  
 5 A Yes.  
 6 HIPAA.  
 7 Q Pardon me?  
 8 A A HIPAA form.  
 9 Q Okay. An authorization.  
 10 A We have a request for a W-9 for providers.  
 11 Q Okay.  
 12 A We have a request for Medicare reporting and an  
 13 Indemnification Affidavit.  
 14 Q All pretty standard stuff, then.  
 15 A Yeah, pretty standard.  
 16 Q Probably a lot of times those were documents you  
 17 would have liked to see even before the transition  
 18 to York, right?  
 19 A Yes, we'd send that out.  
 20 Q Maybe they weren't necessary. Maybe they were  
 21 still paying claims. But you would like to have  
 22 those in the file.  
 23 A They should be in the file.  
 24 Q And now with the transition to York, is it your  
 25 position or York's position that you don't have

Page 22

1 Q Okay. And I think that kind of answers my  
 2 question that I had about this little note, here.  
 3 What I have is an Explanation of Benefits.  
 4 The process date is June 12th, 2013. And there's  
 5 a handwritten note on here.  
 6 Is that your handwriting, Mr. Lenton?  
 7 A It appears to be.  
 8 Q Okay. And it looks like you had indicated not to  
 9 issue payment directly to the providers.  
 10 Is that accurate?  
 11 A That is correct.  
 12 Q Okay. And that was likely because -- I mean, it  
 13 says right there that you were advised by your  
 14 attorney to do that?  
 15 A At that time, yes.  
 16 Q Okay. You are aware that paying -- strike that.  
 17 If you had known that litigation had  
 18 commenced, would you still have issued payment  
 19 directly to Summit?  
 20 A No.  
 21 Q And that's probably because you're aware that  
 22 there's an attorney lien claimed on those benefits  
 23 because litigation had been filed?  
 24 A Correct.  
 25 Q Is there any way, from looking at this payment

Page 24

1 reasonable proof until you have all of those  
 2 documents?  
 3 A On new claims, correct.  
 4 Q Okay.  
 5 A Yeah.  
 6 MR. PAYNE: Can we go off the record  
 7 for a second?  
 8 MS. CAMPBELL: Sure.  
 9 (Off the record.)  
 10 Q (By Mr. Payne) Mr. Lenton, are you aware that  
 11 after litigation commenced in this matter that  
 12 some payments were issued directly to  
 13 Summit Medical Group and Summit Physicians Group?  
 14 A I'm not sure when litigation was instituted.  
 15 Q Okay. Can you tell me -- or do you -- do you  
 16 recall issuing payments in December for a lot of  
 17 my clients' bills?  
 18 A Yes.  
 19 Q And you were aware that prior to that, litigation  
 20 had commenced on this?  
 21 A No, I was not.  
 22 Q Oh, okay. So the issue, then, was that you  
 23 weren't even aware that there was litigation on it  
 24 at all.  
 25 A Correct.

Page 23

1 summary or EOB or whatever you call it, to tell  
 2 when the bills for those dates of service actually  
 3 came in?  
 4 A I've never seen this. I'm not sure where you got  
 5 this from.  
 6 Q Okay. It was -- it was produced to me not -- I  
 7 don't think it was part of -- we had this in our  
 8 file. It was -- probably just came with the  
 9 checks.  
 10 A I see.  
 11 Q So these -- we have copies -- what I have in this  
 12 packet here is copies of the checks that were  
 13 issued directly to my clients.  
 14 A May I see them?  
 15 Q Absolutely.  
 16 A I've never seen how they look, so . . .  
 17 This is the first time I've seen these.  
 18 These are York checks?  
 19 MS. CAMPBELL: Are they?  
 20 THE WITNESS: I'm asking him.  
 21 I mean, can I ask him a question?  
 22 MS. CAMPBELL: Oh, sure.  
 23 THE WITNESS: Are these York checks?  
 24 Because I've never seen a York check. I  
 25 just know they get sent out.

Page 25

7 (Pages 22 to 25)

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1 MR. PAYNE: I believe so. Because  
2 they were issued in December of last year. So  
3 I would imagine . . .  
4 THE WITNESS: Okay. Yeah, okay. I  
5 see the check numbers. Four digits. And  
6 so . . .  
7 MS. CAMPBELL: So that indicates a  
8 York processed claim?  
9 THE WITNESS: Yeah.  
10 Q (By Mr. Payne) And then after each check there was  
11 kind of a payment summary, if you flip the page.  
12 A Okay. Okay. I've never seen these before.  
13 Q So what we're looking at, here -- it looks like it  
14 tells you -- here's the claim, Sheila Williams --  
15 A All right.  
16 Q The date of loss.  
17 A Okay.  
18 Q And it's the -- the check is dated  
19 December 19th, 2014, right?  
20 A Okay. Yes.  
21 Q And it says for period March 19th, 2014, to  
22 March 19th, 2014, right?  
23 A Okay. I see. Yes.  
24 Q If -- is it -- so I guess you wouldn't know -- I  
25 mean, there's no way to tell specifically -- but

Page 26

1 Q And the date of service is March 19th, 2014.  
2 A Yes.  
3 Q And it says, here, date billed, March 19th 2014,  
4 right?  
5 A Yes, I think that's referring to some date of  
6 service.  
7 Q So that would mean -- so that would mean my client  
8 performed these services and then billed you the  
9 same day?  
10 A I don't think so.  
11 Q And it really doesn't make sense to me, either,  
12 because normally they only send out the bills  
13 every week or two.  
14 A Right. Or monthly. Some billing companies do  
15 monthly.  
16 Q Is it possible -- I know that we had discussed  
17 earlier the Answers to Interrogatories with this  
18 list of specific dates that the reasonable proof  
19 from my clients came in.  
20 Is it possible -- can I get a copy of  
21 wherever this came -- this information came from?  
22 MS. CAMPBELL: Can we go off the  
23 record for a minute?  
24 MR. PAYNE: Yeah, yeah, yeah, yeah,  
25 yeah.

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1 your attorney was pointing to a specific portion  
2 of the claim file -- or payment log.  
3 MS. CAMPBELL: Payment log, yeah.  
4 THE WITNESS: Okay. Okay.  
5 MS. CAMPBELL: And this payment,  
6 here, number 16; is that the check?  
7 THE WITNESS: That's correct. Yes.  
8 Q (By Mr. Payne) From the documents that we have  
9 right here, is there any way to tell when you  
10 received the bill from my client for this date of  
11 service?  
12 A No. I don't see where you can tell that anywhere.  
13 Q Is there any way to match up, other than -- I  
14 guess I could probably find -- would it be --  
15 would it have that information that I'm looking  
16 for on the Explanation of Benefits, potentially?  
17 A Possibly, yes.  
18 Q That was March 19th, 2014?  
19 A Yes.  
20 Q Okay. So here's the Explanation of Benefits that  
21 corresponds with that payment.  
22 A Okay.  
23 Q And it's -- the process date on this document is  
24 September 24th, 2014, right?  
25 A Okay. Yes.

Page 27

1 (Off the record.)  
2 MR. PAYNE: Okay. Can we go back on  
3 real quick?  
4 MS. CAMPBELL: Sure.  
5 Q (By Mr. Payne) I think now I have a little bit  
6 more information and I do kind of want to go on  
7 the record with a couple of things.  
8 A Uh-huh.  
9 Q So it sounds like at some point after  
10 March 19th of 2014, my client submitted these  
11 bills, right?  
12 A Correct.  
13 Q And we're where not 100 percent sure when that  
14 happened, but we're pretty sure it wasn't the same  
15 day, right?  
16 A Correct.  
17 Q Because this says -- it was stamped Received by  
18 the City of Detroit October 6th, 2014, this  
19 Explanation of Benefits form, it seems to me like  
20 at some point these bills were received by the  
21 City of Detroit?  
22 A Correct.  
23 Q Then they went through the claims process, they  
24 got audited, they were deemed payable, right?  
25 A Correct.

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8 (Pages 26 to 29)

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<p>1 Q And then it looks like this form -- is this a York 2 form; do you know?</p> <p>3 A No. This is Brown Review.</p> <p>4 Q Okay. So this was the prior third-party company 5 that adjusted the rates for you?</p> <p>6 A Correct.</p> <p>7 Q And they issued this EOB and probably sent it to 8 the City of Detroit and Detroit received it on 9 October 6th.</p> <p>10 A Correct.</p> <p>11 Q Okay. And that's why it took until about December 12 to get these checks paid -- or to get the checks 13 issued.</p> <p>14 A Correct.</p> <p>15 Q Okay. Rather than kind of go through all of this 16 stuff and try to piecemeal each one back together, 17 would you agree with me that it's more likely than 18 not that all of these bills were paid outside of 19 the 30-day window?</p> <p>20 A Most would have been.</p> <p>21 Q Because it takes sometimes the entire 30 days just 22 to get it reviewed for the rate, let alone get the 23 money issued for the check, right?</p> <p>24 A Correct.</p> <p>25 Q And you would agree with me that because it was</p>	<p>1 A But specific --</p> <p>2 Q You know, it's just -- this is just learning for 3 me, as well.</p> <p>4 A Okay.</p> <p>5 MR. PAYNE: And, actually, we can do 6 it off the record.</p> <p>7 I don't have any other questions.</p> <p>8 MS. CAMPBELL: Nothing from me. 9 (The deposition was concluded at 10 10:43 a.m.)</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: center;">Page 30</p> <p>1 paid outside of the 30-day window that it would be 2 overdue?</p> <p>3 MS. CAMPBELL: Objection. Calls for 4 a legal conclusion.</p> <p>5 Go ahead.</p> <p>6 Q (By Mr. Payne) If you know.</p> <p>7 A Yes.</p> <p>8 Q Okay. Are there any other differences with the 9 transition to York at all as far -- other than the 10 reasonable proof that we discussed?</p> <p>11 A Speed of payments being issued.</p> <p>12 Q Okay. So things are going faster now?</p> <p>13 A Much faster.</p> <p>14 Q Okay. Is there anything that I should know as far 15 as submitting claims that I consider to be 16 City of Detroit claims now that York has taken 17 over?</p> <p>18 MS. CAMPBELL: Do you understand the 19 question?</p> <p>20 THE WITNESS: Yeah. It's kind of 21 broad.</p> <p>22 So you say anything I should -- I mean, I 23 could talk about a lot of things. But --</p> <p>24 Q (By Mr. Payne) And to be honest, that's kind of my 25 goal.</p>	<p style="text-align: center;">Page 32</p> <p>1 CERTIFICATE OF NOTARY</p> <p>2</p> <p>3 STATE OF MICHIGAN)</p> <p>4 )SS</p> <p>5 COUNTY OF WAYNE )</p> <p>6</p> <p>7</p> <p>8 I, Susan E. Castino, RPR, CSR and Notary 9 Public in and for the above county and state, do hereby 10 declare that the deposition of KELVIN LENTON was taken 11 before me at the time and place hereinbefore set forth; that 12 the witness was by me first duly sworn to testify to the 13 truth, the whole truth and nothing but the truth; that, 14 thereupon, the foregoing questions were asked and foregoing 15 answers were made by the witness which were duly recorded by 16 me stenographically and later reduced to computer 17 transcription; and I certify that this is a true and correct 18 transcript of my stenographic notes so taken.</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

1           I further declare that I am not of counsel to  
2 either party nor interested in the event of this cause.  
3  
4  
5  
6

---

7           Susan E. Castino, CSR 4856  
8           Notary Public  
9           State of Michigan  
10          County of Wayne  
11          Acting in the County of Wayne  
12  
13

14        My Commission expires:  
15        September 21, 2017  
16  
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24  
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# **EXHIBIT B**

**Individual Patient Balance Form**Release date through 05/12/15

Name:	Shelia Williams
Date of Birth:	6/25/1965

**Department Balances (By Taxpayer Identification Number)**

TIN:	Department:	Balance:
454013724	SPG - Dr. Jankowski	\$17,757.99
	SPG - Dr. Crawford	\$0.00
	SPG - Dr. Lerner	\$4,046.20
	SPG - Physical Therapy	\$0.00
	SPG - MRI/CT	\$0.00
	<b>Summit Physicians Group - TOTAL</b>	<b>\$21,804.19</b>
800585968	SMG - Dr. Jankowski	\$42,684.50
	SMG - Dr. Jankowski Rx	\$10,249.80
	<b>Summit Medical Group- TOTAL</b>	<b>\$52,934.30</b>
461519999	<b>Summit Diagnostic Services - MRI</b>	<b>\$0.00</b>
383263684	<b>Kevin Crawford DO PC (Prior to 05/23/13)</b>	<b>\$0.00</b>
383170766	<b>Greater Detroit Physical Therapy (Prior to 05/23/13)</b>	<b>\$0.00</b>

COMBINED TOTAL (From All Tax Entities): \$74,738.49

All.BalanceForm.v2.20

- \* Please request all billing ledgers from SPG Lead Contacts 48 hours prior to all settlement conferences.
- \* Balances may change all the time as treatment may be ongoing.
- \* Please notify lead contacts ASAP if future benefits are going to be released.

**SPG Lead Contacts**

Name:	Contact Details:
S. Bazzi	[Phone] 313.581.3255 [Cell] 313.414.0807 [Email] sbazzi@summitphysiciansgroup.com
J. Crawford	[Phone] 313.334.3388 [Cell] 248.946.1919 [Email] jcrawford@summitphysiciansgroup.com

# SUMMIT PHYSICIANS GROUP PLLC

## INDIVIDUAL PATIENT DETAIL REPORT

Printed on: 05/12/2015 Tuesday 10:30:03

Date From 05/12/2010 To 05/12/2015 Procedure Type System Summary

### General Information

Name WILLIAMS, SHIELA			Acct#	4210	Phone	313-208-0596	Cash Bal	0.00
Title	DR01	Ref JANKOWSK	Marital Unknown	SSN 383-80-5696	Work		Ins Bal	17,757.99
Address 4821 METTETAL DETROIT, MI 48221						Birthday	06/25/1965	
Alert L/M ADJ 6/21/13 NEED EPI						First Visit	06/24/2013	
Note	KELVIN LENTON						Last Date	02/16/2015

### Policy Information

Financial Code OT	Ins Code YORK	Insured's Name WILLIAMS, SHIELA	Relation Self
ID No# CDMI-0080A9	Group Number	Phone 313-208-0596	Birthday 06/25/1965
Address 4821 METTETAL DETROIT, MI 48221			Participate Yes
<b>INS Name &amp; Address</b> YORK RISK SERVICES GROUP , PO BOX 183188 , COLUMBUS, OH 43218			Assignment Yes
Financial Code LG	Ins Code HAAS	Insured's Name WILLIAMS, SHIELA	Relation Self
ID No# 383805696	Group Number	Phone 313-208-0596	Birthday 06/25/1965
Address 4821 METTETAL DETROIT, MI 48221			Participate Yes
<b>INS Name &amp; Address</b> ATTY JUSTIN HAAS , 31275 NORTH WESTERN HWY , FARMINGTON HILLS, MI 48334			Assignment Yes

**Diagnosis Information:** 7244 / 71946 / 7291 / E9290 /

### Transactions

Claim No	Service Date	Proc Code	DX	DR	Service Charge	Expect Ins	Pat Charge	Cash Paid	Ins Paid	Participat Adjust	Adjust	Balance Cash	Ins	RefID
756	06/24/2013	99214	7244	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	1443
756	06/24/2013	96372	7244	01	160.00	160.00	0.00	0.00	0.00	0.00	0.00	0.00	160.00	1444
756	06/24/2013	J1885	7244	01	80.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	1445
776	06/24/2013	80101	V5883	01	240.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	1471
1555	07/22/2013	99214	7840	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	3080
1555	07/22/2013	96372	71946	01	160.00	160.00	0.00	0.00	0.00	0.00	0.00	0.00	160.00	3081
1555	07/22/2013	J1885	71946	01	80.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	3082
1923	08/22/2013	80101	V5883	08	240.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	3867
1924	08/22/2013	99214	7245	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	3868
1924	08/22/2013	20553	7291	01	1,200.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	3869
2687	09/20/2013	99214	7245	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	7906
3551	10/21/2013	99214	7840	01	385.00	385.00	0.00	0.00	0.00	0.00	0.00	0.00	385.00	10569
4761	11/19/2013	99214	7245	01	385.00	385.00	0.00	0.00	0.00	0.00	0.00	0.00	385.00	14323
4665	11/26/2013	20553	7291	06	245.00	245.00	0.00	0.00	0.00	0.00	0.00	0.00	245.00	13947
4665	11/26/2013	76942	7291	06	700.00	700.00	0.00	0.00	0.00	0.00	0.00	0.00	700.00	13948
4665	11/26/2013	J0702	7291	06	140.00	140.00	0.00	0.00	0.00	0.00	0.00	0.00	140.00	13949
4665	11/26/2013	J2001	7291	06	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	13950
6024	11/26/2013	72040	7210	22	140.00	140.00	0.00	0.00	0.00	0.00	0.00	0.00	140.00	20064
7204	12/17/2013	99214	7245	01	385.00	385.00	0.00	0.00	0.00	0.00	0.00	0.00	385.00	25480
8242	01/14/2014	20553	7291	01	245.00	245.00	0.00	0.00	156.81	88.19	0.00	0.00	0.00	30325

## Transactions

Claim No	Service Date	Proc Code	DX	DR	Service Charge	Expect Ins	Pat Charge	Cash Paid	Ins Paid	Participat Adjust	Balance			
											Adjust	Cash	Ins	RefID
8242	01/14/2014	J1040	7291	01	40.00	40.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	30326
8242	01/14/2014	J2001	7291	01	35.00	35.00	0.00	0.00	0.00	35.00	0.00	0.00	0.00	30327
8467	03/19/2014	644505	7840	01	660.00	660.00	0.00	0.00	397.96	262.04	0.00	0.00	0.00	31373
8467	03/19/2014	644505	7840	01	660.00	660.00	0.00	0.00	397.96	262.04	0.00	0.00	0.00	31374
8712	03/19/2014	99214	7840	01	385.00	385.00	0.00	0.00	158.60	226.40	0.00	0.00	0.00	32751
8858	03/19/2014	72126	7220	20	1,195.00	1,195.00	0.00	0.00	1,195.00	0.00	0.00	0.00	0.00	33478
8858	03/19/2014	Q9967	7220	20	10.00	10.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	33479
9808	04/17/2014	64450	7231	01	600.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	37265
9808	04/17/2014	77003	7231	01	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	37266
9808	04/17/2014	J0702	7231	01	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	37267
9808	04/17/2014	J2001	7231	01	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	37268
10270	04/17/2014	99213	72283	01	250.00	250.00	0.00	0.00	109.43	140.57	0.00	0.00	0.00	39851
10270	04/17/2014	80101	V5883	01	240.00	240.00	0.00	0.00	240.00	0.00	0.00	0.00	0.00	39852
11128	05/15/2014	64450	7231	01	600.00	600.00	0.00	0.00	396.78	203.22	0.00	0.00	0.00	44168
11128	05/15/2014	77002	7231	01	400.00	400.00	0.00	0.00	268.00	132.00	0.00	0.00	0.00	44169
11128	05/15/2014	J0702	7231	01	35.00	35.00	0.00	0.00	23.45	11.55	0.00	0.00	0.00	44170
11128	05/15/2014	J2001	7231	01	35.00	35.00	0.00	0.00	23.45	11.55	0.00	0.00	0.00	44171
11271	05/19/2014	99213	7242	01	250.00	250.00	0.00	0.00	109.43	140.57	0.00	0.00	0.00	45468
12071	05/19/2014	20553	7291	01	1,200.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	50353
12071	05/19/2014	76942	7291	01	690.00	690.00	0.00	0.00	0.00	0.00	0.00	0.00	690.00	50354
12071	05/19/2014	J0702	7291	01	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	50355
12071	05/19/2014	J2001	7291	01	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	50356
12123	05/19/2014	64450	7234	01	600.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	50481
12123	05/19/2014	77003	7234	01	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	50482
12061	06/17/2014	64450	7234	06	600.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	50330
12061	06/17/2014	77003	7234	06	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	50331
12061	06/17/2014	J1040	7234	06	40.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	50332
12061	06/17/2014	J2001	7234	06	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	50333
12062	06/17/2014	80101	V5883	06	240.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	50334
12807	07/15/2014	64450	7840	01	600.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	53083
12807	07/15/2014	20552	7291	01	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	53084
12807	07/15/2014	77002	7840	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	53085
12807	07/15/2014	J1040	7840	01	40.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	53086
12807	07/15/2014	J2001	7840	01	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	53087
13294	07/15/2014	99213	72281	01	250.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	56819
13294	07/15/2014	80101	V5883	01	240.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	56820
14476	08/18/2014	99214	7202	01	370.00	370.00	0.00	0.00	0.00	0.00	0.00	0.00	370.00	64428
14476	08/18/2014	80101	V5883	01	240.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	64429
15371	09/16/2014	99214	7291	01	370.00	370.00	0.00	0.00	0.00	0.00	0.00	0.00	370.00	69157
15371	09/16/2014	96372	71946	01	90.00	90.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	69158
15371	09/16/2014	J1885	71946	01	80.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	69159
15371	09/16/2014	96101	95909	01	290.00	290.00	0.00	0.00	0.00	0.00	0.00	0.00	290.00	69160
15371	09/16/2014	80101	V5883	01	240.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	69161
16291	10/16/2014	99213	7840	01	250.00	250.00	0.00	0.00	109.43	140.57	0.00	0.00	0.00	75870
17175	11/18/2014	20553	7291	06	1,200.00	1,200.00	0.00	0.00	296.20	1,051.90	0.00	0.00	-148.10	80468
17175	11/18/2014	76942	7291	06	690.00	690.00	0.00	0.00	1,380.00	0.00	0.00	0.00	-690.00	80469
17175	11/18/2014	J0702	7291	06	140.00	140.00	0.00	0.00	67.78	106.11	0.00	0.00	-33.89	80470
17175	11/18/2014	J2001	7291	06	35.00	35.00	0.00	0.00	0.04	34.98	0.00	0.00	-0.02	80471
17175	11/18/2014	80104	V5883	06	250.00	250.00	0.00	0.00	500.00	0.00	0.00	0.00	-250.00	80472

## Transactions

Claim No	Service Date	Proc Code	DX	DR	Service Charge	Expect Ins	Pat Charge	Cash Paid	Ins Paid	Participat		Balance		
										Adjust	Adjust	Cash	Ins	RefID
17557	11/18/2014	99214	7231	01	370.00	370.00	0.00	0.00	158.60	211.40	0.00	0.00	0.00	83928
19511	12/18/2014	99213	7231	01	250.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	95711
8242	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	156.81	0.00	0.00	0.00	0.00	85901
8242	12/23/2014	PARADJ	7231		0.00	0.00	0.00	0.00	0.00	0.00	163.19	0.00	0.00	85902
8712	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	158.60	0.00	0.00	0.00	0.00	85903
8712	12/23/2014	PARADJ	7231		0.00	0.00	0.00	0.00	0.00	0.00	226.40	0.00	0.00	85904
11271	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	109.43	0.00	0.00	0.00	0.00	85913
11271	12/23/2014	PARADJ	7231		0.00	0.00	0.00	0.00	0.00	0.00	140.57	0.00	0.00	85914
8858	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	1,205.00	0.00	0.00	0.00	0.00	86211
11128	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	711.68	0.00	0.00	0.00	0.00	86212
11128	12/23/2014	PARADJ	7231		0.00	0.00	0.00	0.00	0.00	0.00	358.32	0.00	0.00	86213
8467	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	795.92	0.00	0.00	0.00	0.00	86214
8467	12/23/2014	PARADJ	7231		0.00	0.00	0.00	0.00	0.00	0.00	524.08	0.00	0.00	86215
10270	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	349.43	0.00	0.00	0.00	0.00	86216
10270	12/23/2014	PARADJ	7231		0.00	0.00	0.00	0.00	0.00	0.00	140.57	0.00	0.00	86217
19399	01/13/2015	99213	7231	01	250.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	95475
19593	02/16/2015	99213	7231	01	250.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	96398
19612	02/16/2015	20553	7291	01	1,200.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	96664
19612	02/16/2015	76942	7291	01	690.00	690.00	0.00	0.00	0.00	0.00	0.00	0.00	690.00	96665
19612	02/16/2015	J0702	7291	01	140.00	140.00	0.00	0.00	0.00	0.00	0.00	0.00	140.00	96666
19612	02/16/2015	J2001	7291	01	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	96667
17175	04/14/2015	INSPAY	7291		0.00	0.00	0.00	0.00	1,122.01	0.00	0.00	0.00	0.00	109351
17175	04/14/2015	PARADJ	7291		0.00	0.00	0.00	0.00	0.00	0.00	1,192.99	0.00	0.00	109352
16291	04/29/2015	INSPAY	7291		0.00	0.00	0.00	0.00	109.43	0.00	0.00	0.00	0.00	109386
16291	04/29/2015	PARADJ	7291		0.00	0.00	0.00	0.00	0.00	0.00	140.57	0.00	0.00	109387
17557	04/29/2015	INSPAY	7291		0.00	0.00	0.00	0.00	158.60	0.00	0.00	0.00	0.00	109388
17557	04/29/2015	PARADJ	7291		0.00	0.00	0.00	0.00	0.00	0.00	211.40	0.00	0.00	109389
17175	05/01/2015	INSPAY	7291		0.00	0.00	0.00	0.00	1,122.01	0.00	0.00	0.00	0.00	110995

Note: DX - Diagnosis

DR - Doctor

# SUMMIT MEDICAL GROUP

## INDIVIDUAL PATIENT DETAIL REPORT

Printed on: 05/12/2015 Tuesday 10:31:06

Date From 05/12/2010 To 05/12/2015 Procedure Type System Summary

### General Information

Name WILLIAMS, SHIELA			Acct# 32300	Phone 313-208-0596	Cash Bal 0.00
Title DR01	Ref JANKOWSK	Marital Unknown	SSN 383-80-5696	Work	Ins Bal 42,684.50
Address 4821 METTETAL DETROIT, MI 48221			Birthday 06/25/1965		
Alert L/M ADJ 8/19/13 NEED EPI			First Visit 12/20/2012		
Note KELVIN LENTON			Last Date 05/22/2013		

### Policy Information

Financial Code AA	Ins Code CITY	Insured's Name WILLIAMS, SHIELA	Relation Self
ID No# A32950-002704	Group Number	Phone 313-208-0596	Birthday 06/25/1965
Address 4821 METTETAL DETROIT, MI 48221			Participate Yes
INS Name & Address CITY OF DETROIT - LAW DET , FIRST NATIONAL BUILDING , DETROIT, MI 48226			Assignment Yes
Financial Code LG	Ins Code HAAS	Insured's Name WILLIAMS, SHIELA	Relation Self
ID No# 383805696	Group Number	Phone 313-208-0596	Birthday 06/25/1965
Address 4821 METTETAL DETROIT, MI 48221			Participate Yes
INS Name & Address ATTY JUSTIN HAAS , 31275 NORTH WESTERN HWY , FARMINGTON HILLS, MI 48334			Assignment Yes

Diagnosis Information: 72252 / 7840 / 33379 / 71596 /

### Transactions

Claim No	Service Date	Proc Code	DX	DR	Service Charge	Expect Ins	Pat Charge	Cash Paid	Ins Paid	Participat Adjust	Adjust	Balance Cash	Ins	RefID
14159	12/20/2012	99215	72252	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	400.00	49822	
14799	01/14/2013	99213	7220	01	200.00	200.00	0.00	0.00	0.00	0.00	0.00	200.00	53518	
15541	02/11/2013	99213	7220	01	200.00	200.00	0.00	0.00	102.25	97.75	0.00	0.00	57094	
16045	02/26/2013	95864	7231	13	1,125.00	1,125.00	0.00	0.00	1,069.52	55.48	0.00	0.00	59616	
16242	03/09/2013	64613	33383	01	800.00	800.00	0.00	0.00	0.00	0.00	0.00	800.00	60449	
16242	03/09/2013	95873	33383	01	300.00	300.00	0.00	0.00	0.00	0.00	0.00	300.00	60450	
16242	03/09/2013	J0585	33383	01	3,600.00	3,600.00	0.00	0.00	0.00	0.00	0.00	3,600.00	60451	
16683	03/09/2013	99204	7220	21	400.00	400.00	0.00	0.00	0.00	0.00	0.00	400.00	62376	
17265	03/09/2013	99213	7291	01	200.00	200.00	0.00	0.00	0.00	0.00	0.00	200.00	64862	
17265	03/09/2013	98926	7231	01	230.00	230.00	0.00	0.00	0.00	0.00	0.00	230.00	64863	
17265	03/09/2013	L0172	7231	01	385.00	385.00	0.00	0.00	0.00	0.00	0.00	385.00	64864	
17072	03/28/2013	22551	72271	21	7,513.00	7,513.00	0.00	0.00	0.00	0.00	0.00	7,513.00	64038	
17072	03/28/2013	22552	72271	21	4,400.00	4,400.00	0.00	0.00	0.00	0.00	0.00	4,400.00	64039	
17072	03/28/2013	22552	72271	21	4,400.00	4,400.00	0.00	0.00	0.00	0.00	0.00	4,400.00	64040	
17072	03/28/2013	22846	72271	21	3,400.00	3,400.00	0.00	0.00	0.00	0.00	0.00	3,400.00	64041	
17072	03/28/2013	22851	72271	21	2,700.00	2,700.00	0.00	0.00	0.00	0.00	0.00	2,700.00	64042	
17072	03/28/2013	20936	72271	21	750.00	750.00	0.00	0.00	0.00	0.00	0.00	750.00	64043	
17073	03/28/2013	22551	72271	01	3,756.50	3,756.50	0.00	0.00	0.00	0.00	0.00	3,756.50	64044	
17073	03/28/2013	22552	72271	01	2,200.00	2,200.00	0.00	0.00	0.00	0.00	0.00	2,200.00	64045	
17073	03/28/2013	22552	72271	01	2,200.00	2,200.00	0.00	0.00	0.00	0.00	0.00	2,200.00	64046	

## Transactions

Claim No	Service Date	Proc Code	DX	DR	Service Charge	Expect Ins	Pat Charge	Cash Paid	Ins Paid	Participat Adjust		Balance			RefID
										Adjust	Adjust	Cash	Ins	RefID	
17073	03/28/2013	22846	72271	01	1,700.00	1,700.00	0.00	0.00	0.00	0.00	0.00	0.00	1,700.00	64047	
17073	03/28/2013	22851	72271	01	1,350.00	1,350.00	0.00	0.00	0.00	0.00	0.00	0.00	1,350.00	64048	
17074	03/30/2013	99238	72271	21	220.00	220.00	0.00	0.00	0.00	0.00	0.00	0.00	220.00	64049	
17320	04/01/2013	99024	V5878	21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64972	
17935	04/25/2013	20553	72885	06	1,200.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	68248	
17935	04/25/2013	J0702	72885	06	64.00	64.00	0.00	0.00	0.00	0.00	0.00	0.00	64.00	68249	
17935	04/25/2013	J2001	72885	06	16.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	68250	
19071	05/22/2013	99214	7245	01	300.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	73937	
15541	01/15/2014	INSPAY	7245		0.00	0.00	0.00	0.00	102.25	0.00	0.00	0.00	0.00	92708	
15541	01/15/2014	PARADJ	7245		0.00	0.00	0.00	0.00	0.00	0.00	97.75	0.00	0.00	92709	
16045	01/15/2014	INSPAY	7245		0.00	0.00	0.00	0.00	1,069.52	0.00	0.00	0.00	0.00	92710	
16045	01/15/2014	PARADJ	7245		0.00	0.00	0.00	0.00	0.00	0.00	55.48	0.00	0.00	92711	

Note: DX - Diagnosis  
 DR - Doctor



## Patient Statement

From:  
**Summit Medical Group**  
 8560 SILVERY LN, 202  
 DEARBORN MI 48127  
 Phone: (888) 555-1212



Statement Date:  
**05/12/2015**

Amount Due: \$10,249.80

Patient:  
**Patient ID: 89MEGX3K99**  
 Name: WILLIAMS, SHIELA  
 Address: 4821 METTALE  
 DETROIT MI 48221

Facility:  
**Name: Summit Medical Group**  
 Address: 8560 Silvery Lane, 202  
 Dearborn MI 48127  
 Phone: (313) 581-3255  
 Fax: (313) 581-3755

### Transaction Log:

DOS	Rx #	NDC	Description	Qty	Charges	Payments	Adjustments	Balance
10/21/2013	100381	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			175.00
10/21/2013	100382	33261-0105-60	ULTRAM 50MG TAB	60	101.20			276.20
10/21/2013	100383	33261-0218-60	LORTAB 10MG-500MG CII TAB	120	173.20			449.40
10/21/2013	100384	33261-0081-60	NAPROSYN 500MG TAB	60	112.00			561.40
10/21/2013	100385	33261-0500-60	XANAX 2MG TAB	60	256.20			817.60
11/19/2013	101167	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			992.60
11/19/2013	101168	33261-0218-60	LORTAB 10MG-500MG CII TAB	120	173.20			1,165.80
11/19/2013	101169	33261-0081-60	NAPROSYN 500MG TAB	60	112.00			1,277.80
11/19/2013	101170	33261-0500-60	XANAX 2MG TAB	60	256.20			1,534.00
11/19/2013	101171	33261-0105-60	ULTRAM 50MG TAB	60	101.20			1,635.20
3/19/2014	104075	33261-0105-60	ULTRAM 50MG TAB	60	101.20			1,736.40
3/19/2014	104076	33261-0500-60	XANAX 2MG TAB	60	256.20			1,992.60
3/19/2014	104077	33261-0218-60	LORTAB 10MG-500MG CII TAB	120	173.20			2,165.80
3/19/2014	104078	33261-0081-90	NAPROSYN 500MG TAB	90	166.00			2,331.80
3/19/2014	104079	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			2,506.80
5/19/2014	105505	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			2,681.80
5/19/2014	105506	33261-0105-60	ULTRAM 50MG TAB	60	101.20			2,783.00
5/19/2014	105507	33261-0081-90	NAPROSYN 500MG TAB	90	166.00			2,949.00
5/19/2014	105508	33261-0218-90	LORTAB 10MG-500MG CII TAB	120	173.20			3,122.20
5/19/2014	105509	33261-0500-60	XANAX 2MG TAB	60	256.20			3,378.40
4/17/2014	104832	33261-0105-60	ULTRAM 50MG TAB	60	101.20			3,479.60
4/17/2014	104833	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			3,654.60
4/17/2014	104834	33261-0218-90	LORTAB 10MG-500MG CII TAB	120	173.20			3,827.80
4/17/2014	104835	33261-0081-90	NAPROSYN 500MG TAB	90	166.00			3,993.80
4/17/2014	104836	33261-0500-60	XANAX 2MG TAB	60	256.20			4,250.00
6/17/2014	106163	33261-0081-90	NAPROSYN 500MG TAB	90	166.00			4,416.00
6/17/2014	106164	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			4,591.00
6/17/2014	106165	33261-0880-30	TRAMADOL ER 150MG CAP	60	0.00			4,591.00
6/17/2014	106166	33261-0058-60	NORCO 10MG-325MG CII TAB	120	178.00			4,769.00
6/17/2014	106167	33261-0500-60	XANAX 2MG TAB	60	256.20			5,025.20
6/17/2014	106168	33261-0081-90	NAPROSYN 500MG TAB	90	166.00			4,859.20
6/17/2014	106169	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			4,684.20
6/17/2014	106165	33261-0880-30	TRAMADOL ER 150MG CAP	60	0.00			4,684.20
6/17/2014	106166	33261-0058-60	NORCO 10MG-325MG CII TAB	120	178.00			4,506.20
6/17/2014	106167	33261-0500-60	XANAX 2MG TAB	60	256.20			4,250.00
6/17/2014	106163	33261-0081-90	NAPROSYN 500MG TAB	90	166.00			4,416.00
6/17/2014	106164	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			4,591.00
6/17/2014	106165	33261-0880-30	TRAMADOL ER 150MG CAP	60	558.80			5,149.80
6/17/2014	106166	33261-0058-60	NORCO 10MG-325MG CII TAB	120	178.00			5,327.80
6/17/2014	106167	33261-0500-60	XANAX 2MG TAB	60	256.20			5,584.00
7/15/2014	106693	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			5,759.00
7/15/2014	106694	33261-0105-60	ULTRAM 50MG TAB	60	101.20			5,860.20
7/15/2014	106695	33261-0081-90	NAPROSYN 500MG TAB	90	166.00			6,026.20
7/15/2014	106696	33261-0500-60	XANAX 2MG TAB	60	256.20			6,282.40
7/15/2014	106697	33261-0058-60	NORCO 10MG-325MG CII TAB	120	178.00			6,460.40
8/18/2014	107407	33261-0058-60	NORCO 10MG-325MG CII TAB	120	178.00			6,638.40
8/18/2014	107408	33261-0500-60	XANAX 2MG TAB	60	256.20			6,894.60
8/18/2014	107409	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			7,069.60
8/18/2014	107410	33261-0105-60	ULTRAM 50MG TAB	60	101.20			7,170.80
9/16/2014	107921	33261-0058-60	NORCO 10MG-325MG CII TAB	120	179.50			7,350.30
9/16/2014	107922	33261-0105-60	ULTRAM 50MG TAB	60	102.70			7,453.00
9/16/2014	107923	33261-0049-60	NEURONTIN 300MG CAP	60	119.50			7,572.50
10/16/2014	108574	33261-0500-60	XANAX 2MG TAB	60	257.70			7,830.20
10/16/2014	108575	33261-0058-30	NORCO 10MG-325MG CII TAB	90	136.00			7,966.20
10/16/2014	108576	33261-0049-60	NEURONTIN 300MG CAP	60	119.50			8,085.70
11/18/2014	109190	33261-0049-60	NEURONTIN 300MG CAP	60	119.50			8,205.20
11/18/2014	109191	33261-0500-60	XANAX 2MG TAB	60	257.70			8,462.90
11/18/2014	109192	33261-0058-90	NORCO 10MG-325MG CII TAB	90	136.00			8,598.90
3/19/2014	104079	33261-0049-90	NEURONTIN 300MG CAP	90		175.00		8,423.90
3/19/2014	104075	33261-0105-60	ULTRAM 50MG TAB	60		101.20		8,322.70
3/19/2014	104078	33261-0081-90	NAPROSYN 500MG TAB	90		166.00		8,156.70
3/19/2014	104076	33261-0500-60	XANAX 2MG TAB	60		236.19		7,920.51
3/19/2014	104077	33261-0218-60	LORTAB 10MG-500MG CII TAB	120		173.20		7,747.31
3/19/2014	104076	33261-0500-60	XANAX 2MG TAB	60			20.01	7,727.30

5/12/2015

## RxBilling

12/18/2014	109885	33261-0049-60	NEURONTIN 300MG CAP	60	119.50			7,846.80
12/18/2014	109886	33261-0500-60	XANAX 2MG TAB	60	257.70			8,104.50
12/18/2014	109887	33261-0058-90	NORCO 10MG-325MG CII TAB	90	136.00			8,240.50
1/13/2015	110318	33261-0500-60	XANAX 2MG TAB	60	257.70			8,498.20
1/13/2015	110319	33261-0058-60	NORCO 10MG-325MG CII TAB	60	92.50			8,590.70
1/13/2015	110320	33261-0049-60	NEURONTIN 300MG CAP	60	119.50			8,710.20
2/16/2015	111043	33261-0058-90	NORCO 10MG-325MG CII TAB	90	136.00			8,846.20
2/16/2015	111044	33261-0500-60	XANAX 2MG TAB	60	257.70			9,103.90
2/16/2015	111045	33261-0049-60	NEURONTIN 300MG CAP	60	119.50			9,223.40
3/16/2015	111663	33261-0058-90	NORCO 10MG-325MG CII TAB	90	136.00			9,359.40
3/16/2015	111664	33261-0500-60	XANAX 2MG TAB	60	257.70			9,617.10
3/16/2015	111665	33261-0049-60	NEURONTIN 300MG CAP	60	119.50			9,736.60
4/15/2015	112288	33261-0049-60	NEURONTIN 300MG CAP	60	119.50			9,856.10
4/15/2015	112289	33261-0058-90	NORCO 10MG-325MG CII TAB	90	136.00			9,992.10
4/15/2015	112290	33261-0500-60	XANAX 2MG TAB	60	257.70			10,249.80
			Total:	11,896.60	1,626.79	20.01		

## Amounts Past Due:

Date Range:	0 - 29	30 - 59	60 - 89	90 - 119	120 - 149	150 - 179	>= 180 days	Balance Due:
Payment Due:	513.20	513.20	513.20	469.70	513.20	513.20	7,214.10	10,249.80

**Please Submit \$10,249.80 Payment To:****Tax Id:**

**Summit Medical Group  
8560 SILVERY LN, 202  
DEARBORN MI 48127**

**SUMMIT PHYSICIANS GROUP, PLLC**  
**8560 SILVERY LANE SUITE 202**  
**DEARBORN HEIGHTS, MICHIGAN 48127**  
**(734) 721-0011**  
**Employer Identification Number: 454013724**

**Patient Demographics**

Chart #:	004457	SSN:	Acct.Type:	Workers Compensation
Patient Name:	Sheila Williams	Employment Status:	Gender:	Female
Address:	8673 ASHTON AVE DETROIT, MICHIGAN 48228	Student Status:	DOB / Age:	06/25/1965 49 years
Provider:	LARAN LERNER	Phone:	(313) 208-0596	Marital Status: Email:

**Current Insurance Information**

**Responsible Party**

Name:	SHEILA WILLIAMS	Email:	Address:	8673 ASHTON AVE DETROIT, MICHIGAN 48228
Primary Phone:	(313) 208-0596			
Secondary Phone:				

Primary

Payer: CITY OF DETROIT  
 Address: 2 WOODWARD AVE SUITE 500  
 DETROIT, MICHIGAN 48226  
 Phone: (313) 237-0406  
 Insured Name: SHEILA WILLIAMS  
 Insured DOB: 06/25/1965  
 Address: 8673 ASHTON AVE  
 DETROIT, MICHIGAN 48228  
 SSN:  
 Group Number:  
 Group Name:  
 Member ID: A32950-002704

**Transactions Posted**

Effective Date	Type/Place of Service	Description/Diagnoses	Status/Rendering Provider	Units	Debits	Credits	Bal/Unap
01/13/2015	Charge 11 (Office)	95885 MUSC TST DONE W/NERV TST LIM 721.0 / 724.4	Ready LERNER, LARAN	2	\$ 1,150.80		\$ 1,150.80
01/13/2015	Charge 11 (Office)	95913 MOTOR&SENS 13/> NRV CND TEST 723.1 / 724.2	Ready LERNER, LARAN	1	\$ 2,895.40		\$ 2,895.40
				Totals:	3 \$ 4,046.20		\$ 4,046.20

Total Charges:	\$ 4,046.20	Current Patient Balance:	\$ 4,046.20
Patient Payments:	\$ 0.00	Current Ins Balance:	\$ 0.00
Insurance Payments:	\$ 0.00	Current Account Balance:	\$ 4,046.20
Total Adjustments:	\$ 0.00		
Total Unapplied:	\$ 0.00		

# **EXHIBIT C**

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

SUMMIT MEDICAL GROUP, PLLC,  
(Sheila Williams)

Plaintiff,

Case No. 13-  
Hon.

v.

13-005468-NF

CITY OF DETROIT,

Defendant.

FILED IN MY OFFICE  
WAYNE COUNTY CLERK  
4/25/2013 3:02:36 PM  
CATHY M. GARRETT

---

HAAS & GOLDSTEIN, PC  
JUSTIN HAAS (P53153)  
Attorney for Plaintiff  
31275 Northwestern Hwy, Ste. 225  
Farmington Hills, MI 48334  
(248) 702-6550  
(248) 538-9044 Fax

---

THIS IS TO CERTIFY THAT NO OTHER CIVIL ACTION  
ARISING OUT OF THE SAME TRANSACTION OR  
OCCURRENCE AS ALLEGED IN THIS COMPLAINT HAS  
HERETOFORE BEEN COMMENCED IN THIS COURT.

*By: /s/JUSTIN HAAS*  
JUSTIN HAAS (P53153)

**COMPLAINT**

NOW COMES Plaintiff by and through its attorneys, HAAS & GOLDSTEIN, P.C.,  
and for its cause of action against Defendant, hereby says as follows:

1. Plaintiff is a corporation licensed to conduct business under the laws of the State of Michigan and at all times pertinent herein was conducting business in the State of Michigan.

2. Defendant is a governmental entity, duly organized and existing under the laws of the State of Michigan and conducting business in the County of Wayne, State of Michigan.

3. On May 10, 2012, Sheila Williams, (hereinafter "the injured party") sustained accidental bodily injuries within the meaning of the statutory provisions of MCL 500.3105.

4. Defendant is first in order of priority to pay for the injured party's claim for no fault personal protection insurance benefits in accordance with Chapter 31 of the Michigan Insurance Code, more commonly known as the "no-fault insurance law."

5. Defendant assigned claim number A32950-002704 to the injured party's claim.

6. Defendant became obligated to pay for certain expenses incurred for reasonably necessary products and services rendered for the injured party's care, recovery or rehabilitation as a result of the injured party's sustained accidental bodily injuries arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle.

7. Plaintiff timely submitted billings to Defendant for medical services that were rendered to the injured party and that were reasonably necessary for the care, recovery or rehabilitation of the injured party for her injuries.

8. Plaintiff also submitted to Defendant supporting medical records and all other documentation and forms necessary for Defendant to determine the reasonableness, necessity and amount of the medical services rendered to the injured party.

9. Defendant was provided reasonable proof of the fact and of the amount of losses sustained and charges incurred.

10. To date, Defendant has unreasonably refused and/or delayed in making payment to Plaintiff for the medical services rendered.

11. Pursuant to MCL 500.3157, Plaintiff is entitled to recover the outstanding balances for the medical services rendered to the injured party from Defendant.

12. Plaintiff has requested payment from Defendant for the amount of the bills due and owing and Defendant has refused and/or neglected to pay them.

13. Plaintiff is entitled to reasonable and actual attorney fees incurred in this action pursuant to MCL 500.3148.

14. Plaintiff is also entitled to costs and interest pursuant to MCL 500.3142 for the overdue bills that have not been paid by Defendant within 30 days after Defendant received reasonable proof of the fact and of the amount of loss sustained.

WHEREFORE, Plaintiff claims as damages against Defendant in a sum more than Twenty Five Thousand (\$25,000) Dollars, which the triers of fact deem reasonable, plus costs, attorney fees and interest most wrongly sustained.

Respectfully submitted,

/s/ JUSTIN HAAS  
HAAS & GOLDSTEIN, PC  
JUSTIN HAAS (P53153)  
Attorney for Plaintiff  
31275 Northwestern Highway, Ste 225  
Farmington Hills, MI 48334  
(248) 702-6550

Dated: April 24, 2013

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

SUMMIT MEDICAL GROUP, PLLC,  
(Sheila Williams)

Plaintiff,

Case No. 13-  
Hon.

v.

CITY OF DETROIT,

Defendant.

13-005468-NF

FILED IN MY OFFICE  
WAYNE COUNTY CLERK

4/25/2013 3:02:36 PM  
CATHY M, GARRETT

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HAAS & GOLDSTEIN, PC  
JUSTIN HAAS (P53153)  
Attorney for Plaintiff  
31275 Northwestern Hwy, Ste. 225  
Farmington Hills, MI 48334  
(248) 702-6550  
(248) 538-9044 Fax

---

THIS IS TO CERTIFY THAT NO OTHER CIVIL ACTION  
ARISING OUT OF THE SAME TRANSACTION OR  
OCCURRENCE AS ALLEGED IN THIS COMPLAINT HAS  
HERETOFORE BEEN COMMENCED IN THIS COURT.

By: /s/JUSTIN HAAS  
JUSTIN HAAS (P53153)

**COMPLAINT**

NOW COMES Plaintiff by and through its attorneys, HAAS & GOLDSTEIN, P.C.,  
and for its cause of action against Defendant, hereby says as follows:

1. Plaintiff is a corporation licensed to conduct business under the laws of the State of Michigan and at all times pertinent herein was conducting business in the State of Michigan.

2. Defendant is a governmental entity, duly organized and existing under the laws of the State of Michigan and conducting business in the County of Wayne, State of Michigan.

3. On May 10, 2012, Sheila Williams, (hereinafter "the injured party") sustained accidental bodily injuries within the meaning of the statutory provisions of MCL 500.3105.

4. Defendant is first in order of priority to pay for the injured party's claim for no fault personal protection insurance benefits in accordance with Chapter 31 of the Michigan Insurance Code, more commonly known as the "no-fault insurance law."

5. Defendant assigned claim number A32950-002704 to the injured party's claim.

6. Defendant became obligated to pay for certain expenses incurred for reasonably necessary products and services rendered for the injured party's care, recovery or rehabilitation as a result of the injured party's sustained accidental bodily injuries arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle.

7. Plaintiff timely submitted billings to Defendant for medical services that were rendered to the injured party and that were reasonably necessary for the care, recovery or rehabilitation of the injured party for her injuries.

8. Plaintiff also submitted to Defendant supporting medical records and all other documentation and forms necessary for Defendant to determine the reasonableness, necessity and amount of the medical services rendered to the injured party.

9. Defendant was provided reasonable proof of the fact and of the amount of losses sustained and charges incurred.

10. To date, Defendant has unreasonably refused and/or delayed in making payment to Plaintiff for the medical services rendered.

11. Pursuant to MCL 500.3157, Plaintiff is entitled to recover the outstanding balances for the medical services rendered to the injured party from Defendant.

12. Plaintiff has requested payment from Defendant for the amount of the bills due and owing and Defendant has refused and/or neglected to pay them.

13. Plaintiff is entitled to reasonable and actual attorney fees incurred in this action pursuant to MCL 500.3148.

14. Plaintiff is also entitled to costs and interest pursuant to MCL 500.3142 for the overdue bills that have not been paid by Defendant within 30 days after Defendant received reasonable proof of the fact and of the amount of loss sustained.

WHEREFORE, Plaintiff claims as damages against Defendant in a sum more than Twenty Five Thousand (\$25,000) Dollars, which the triers of fact deem reasonable, plus costs, attorney fees and interest most wrongly sustained.

Respectfully submitted,

/s/ JUSTIN HAAS  
HAAS & GOLDSTEIN, PC  
JUSTIN HAAS (P53153)  
Attorney for Plaintiff  
31275 Northwestern Highway, Ste 225  
Farmington Hills, MI 48334  
(248) 702-6550

Dated: April 24, 2013

STATE OF MICHIGAN  
THIRD JUDICIAL CIRCUIT  
WAYNE COUNTY

RETURN OF SERVICE

CASE NO.  
14-010025-NF

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

OFFICER CERTIFICATE      OR       AFFIDAVIT OF PROCESS SERVER

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization not required)

- I served personally a copy of the summons and complaint,  
 I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with \_\_\_\_\_

List all documents served with the Summons and Complaint

on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of me information, knowledge and belief.

Service fee \$	Miles traveled \$	Mileage fee \$	Total fee \$	Signature
-------------------	----------------------	-------------------	-----------------	-----------

Name (type or print)

Title

Subscribed and sworn to before me on \_\_\_\_\_, \_\_\_\_\_ County, Michigan.  
Date

My commission expires: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_ Deputy court clerk/Notary public

Notary public, State of Michigan, County of \_\_\_\_\_

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with \_\_\_\_\_ Attachments

on \_\_\_\_\_ Day, date, time \_\_\_\_\_

on behalf of \_\_\_\_\_

Signature

MC 01-3CC (09/2008) SUMMONS AND RETURN OF SERVICE

13-53846-tlj MCR 3.102(B)(1)(a) MCR 2.101 MCR 2.105 MCR 2.107 MCR 2.112(6)(a)(b) MCR 3.206(A) Doc#11422 Filed 05/03/16 Entered 05/03/16 10:44:29 Page 44 of 68

DB

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

SUMMIT MEDICAL GROUP, PLLC  
and SUMMIT PHYSICIANS GROUP, PLLC,  
(Sheila Williams)

Plaintiffs,

Case No. 14- -NF  
Hon. Patricia Fresard

v.

14-010025-NF

CITY OF DETROIT,

Defendant.

FILED IN MY OFFICE  
WAYNE COUNTY CLERK  
8/4/2014 3:16:56 PM  
CATHY M. GARRETT

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HAAS & GOLDSTEIN, PC  
JUSTIN HAAS (P53153)  
Attorney for Plaintiffs  
31275 Northwestern Hwy, Ste. 225  
Farmington Hills, MI 48334  
(248) 702-6550  
(248) 538-9044 Fax

---

THIS IS TO CERTIFY THAT ANOTHER CIVIL ACTION  
ARISING OUT OF THE SAME TRANSACTION OR  
OCCURRENCE AS ALLEGED IN THIS COMPLAINT HAD  
HERETOFORE BEEN COMMENCED IN THIS COURT AND  
WAS PENDING BEFORE JUDGE PATRICIA FRESARD  
AND WAS ASSIGNED CASE #13-006227-NF.

*By: /s/JUSTIN HAAS*  
JUSTIN HAAS (P53153)

COMPLAINT

NOW COMES Plaintiff by and through its attorneys, HAAS & GOLDSTEIN, P.C.,  
and for its cause of action against Defendant, hereby says as follows:

1. Plaintiff, SUMMIT MEDICAL GROUP, PLLC, is a corporation licensed to conduct business under the laws of the State of Michigan and at all times pertinent herein was conducting business in the State of Michigan.

2. Plaintiff, SUMMIT PHYSICIANS GROUP, PLLC, is a corporation licensed to conduct business under the laws of the State of Michigan and at all times pertinent herein was conducting business in the State of Michigan.

3. Defendant is a governmental entity, duly organized and existing under the laws of the State of Michigan and conducting business in the County of Wayne, State of Michigan.

4. On May 10, 2012, Sheila Williams, (hereinafter "the injured party") sustained accidental bodily injuries within the meaning of the statutory provisions of MCL 500.3105.

5. Defendant is first in order of priority to pay for the injured party's claim for no fault personal protection insurance benefits in accordance with Chapter 31 of the Michigan Insurance Code, more commonly known as the "no-fault insurance law."

6. Defendant assigned claim number A32950-002704 to the injured party's claim.

7. Defendant became obligated to pay for certain expenses incurred for reasonably necessary products and services rendered for the injured party's care, recovery or rehabilitation from August 4, 2013 to the present and into the future as a result of the injured party's sustained accidental bodily injuries arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle.

8. Plaintiffs timely submitted billings to Defendant for medical services that were rendered to the injured party from August 4, 2013 to the present and into the future and that were reasonably necessary for the care, recovery or rehabilitation of the

injured party for her injuries.

9. Plaintiffs also submitted to Defendant supporting medical records and all other documentation and forms necessary for Defendant to determine the reasonableness, necessity and amount of the medical services rendered to the injured party.

10. Defendant was provided reasonable proof of the fact and of the amount of losses sustained and charges incurred.

11. To date, Defendant has unreasonably refused and/or delayed in making payment to Plaintiffs for the medical services rendered.

12. Pursuant to MCL 500.3157, Plaintiffs are entitled to recover the outstanding balances for the medical services rendered to the injured party from Defendant.

13. Plaintiffs have requested payment from Defendant for the amount of the bills due and owing and Defendant has refused and/or neglected to pay them.

14. Plaintiffs are entitled to reasonable and actual attorney fees incurred in this action pursuant to MCL 500.3148.

15. Plaintiffs are also entitled to costs and interest pursuant to MCL 500.3142 for the overdue bills that have not been paid by Defendant within 30 days after Defendant received reasonable proof of the fact and of the amount of loss sustained.

WHEREFORE, Plaintiffs claim as damages against Defendant in a sum more than Twenty Five Thousand (\$25,000) Dollars, which the triers of fact deem reasonable, plus costs, attorney fees and interest most wrongly sustained.

Respectfully submitted,

/s/ JUSTIN HAAS  
HAAS & GOLDSTEIN, PC  
JUSTIN HAAS (P53153)  
Attorney for Plaintiffs  
31275 Northwestern Highway, Ste 225  
Farmington Hills, MI 48334  
(248) 702-6550

Dated: August 4, 2014

STATE OF MICHIGAN  
THIRD JUDICIAL CIRCUIT  
WAYNE COUNTY

SUMMONS AND  
RETURN OF SERVICE

CASE NO.  
14-010025-NF

2 Woodward Ave., Detroit MI 48226

Court Telephone No. 313-224-2474

THIS CASE IS ASSIGNED TO JUDGE Patricia Perez Fresard Bar Number: 39787

Plaintiff

SUMMIT MEDICAL GROUP, PLLC

Defendant

CITY OF DETROIT

Plaintiff's Attorney

Justin Haas, P-53153  
31275 Northwestern Hwy Ste 225  
Farmington Hills, MI 48334-2533

Defendant's Attorney

CASE FILING FEE

Case Filing Fee - \$150.00

JURY FEE

Jury Fee - \$85.00

ISSUED

THIS SUMMONS EXPIRES

DEPUTY COUNTY CLERK

8/4/2014

11/3/2014

File & Serve Tyler

\*This summons is invalid unless served on or before its expiration date.

CATHY M. GARRETT - WAYNE COUNTY CLERK

**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
  2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or take other lawful action (28 days if you were served by mail or you were served outside this state).
  3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
- X There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.
- There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- An action within the jurisdiction of the family division of circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The docket number and assigned judge of the civil/domestic relations action are:

Docket No.	Judge	Bar No.

The action  remains  is no longer pending.



I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

Date

Signature of attorney/plaintiff

**COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.**

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

**MC 01-3CC (09/2008) SUMMONS AND RETURN OF SERVICE**

13-53846-tjt Doc 11142-2 Filed 05/03/16 Entered 05/03/16 16:44:29 Page 49 of 68

# **EXHIBIT D**

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

**SUMMIT MEDICAL GROUP, PLLC,  
AND SUMMIT PHYSICIANS GROUP, PLLC,  
(Sheila Williams)**

Plaintiffs,

Case No. 14-010025-NF  
Hon. Patricia Perez Fresard

v.

**CITY OF DETROIT,**

Defendant.

---

**HAAS & GOLDSTEIN, PC**  
**JUSTIN HAAS (P53153)**  
Attorneys for Plaintiff  
31275 Northwestern Hwy, Ste. 225  
Farmington Hills, MI 48334  
(248) 702-6550  
[jhaas@haasgoldstein.com](mailto:jhaas@haasgoldstein.com)

**CITY OF DETROIT LAW DEPT**  
**BY: CELESTA CAMPBELL (P54382)**  
Attorney for Defendant  
2 Woodward Avenue, Suite 500  
Detroit, MI 48226  
(313) 237-3068  
[campc@detroitmi.gov](mailto:campc@detroitmi.gov)

---

**DEFENDANT CITY OF DETROIT'S ANSWERS TO  
PLAINTIFF'S INTERROGATORIES**

NOW COMES, Defendant, CITY OF DETROIT, by and through its undersigned counsel, and in answer to Plaintiff's Interrogatories, states as follows:

1. Please set forth the name, address and job title or capacity of the person answering these interrogatories.

ANSWER:

**Kelvin Lenton, York Risk Services Group, 31555 W. 14 Mile Road, Ste 110,  
Farmington Hills, MI 48334, Senior Claims Adjuster**

2. Please state the name, address and job title of all persons who assisted in the preparation of these answers.

ANSWER

**Celesta Campbell, Sr. Assistant Corporation Counsel, 2 Woodward, Suite 500, Detroit, MI 48226.**

3. Is the name and entity of the Defendant correctly stated in the pleadings? If not, what corrections should be made?

ANSWER

**Yes.**

4. Has the defendant, at any time, received any notice of Plaintiffs claims for personal protection benefits for Claimant? If so, please state:

- a. The date of each notice;
- b. Whether written or oral;
- c. From whom the notice was received;
- d. Who in defendant's employ received the notice;
- e. Will you, without a motion to produce, attach a copy of each written notice to your answers to these interrogatories? If not, why not?

ANSWER

**Yes.**

**a - d City of Detroit Law Department received written notices from Randall I. Stone, Esq. on June 19, 2012 and July 3, 2012.**

**e. See Claims file.**

5. Has the defendant at any time received proof of the fact and of the amount of losses sustained by the plaintiff for treatment of Claimant? If so, for each proof received, please

state:

- a. The nature or type of proof received;
- b. When received;
- c. From whom this information was received;
- d. Will you, without a motion to produce, attach a copy of each item or document referred to above? If no, why not?

**ANSWER**

**Yes.**

- a. **Written**
- b. **6/29/13**  
**9/30/13**  
**10/9/14**  
**11/17/14**  
**11/18/14**  
**12/18/14**  
**12/22/14**  
**1/4/15**  
**1/28/15**
- c. **All from Summit Medical Group**
- d. **Yes. See Claims file.**

6. Has an investigation at any time been conducted with respect to any aspect of the plaintiff's claims which are the subject of this litigation? If so, for each investigation, please state:

- a. The date made;
- b. The name, address, telephone number and job title or capacity of the person who authorized it;
- c. The name, address, telephone number and job title of the person who performed the investigation.

**ANSWER**

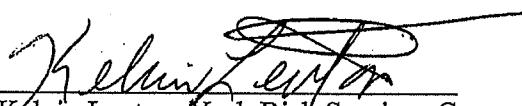
**No investigation has occurred.**

32. Please provide the identity and location of all persons having knowledge of discoverable matters in this case. Further, for each person, please state the subject matter of the knowledge each person is expected to have and a synopsis of the anticipated testimony of each.

**ANSWER**

**Objection: Vague, over broad, and lacks specificity.**

Respectfully submitted,  
CITY OF DETROIT LAW DEPARTMENT



Kelvin Lenton, York Risk Services Group  
Senior Claims Adjuster

Dated: 2/15/15



Celesta Campbell (P54382)  
Senior Assistant Corporation Counsel  
Attorney for Defendant

Dated: 2/16/15

# **EXHIBIT E**

credit: 12/23/2014 process: 12/23/2014 lockbox: 771721 batch: 417 item: 22  
check: 1026 amount: USD 1,205.00 remitter:

WARNING: THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW. - PAPER WILL TURN BROWN IF CHEMICALLY ALTERED - FLUORESCENT FIBERS ALSO EMBEDDED INTO THIS DOCUMENT

York Risk Services Group, Inc.

CITY-OF DETROIT (D/7175)  
AUTO AND GENERAL LIABILITY RESERVE  
5000 Bradenton Avenue  
Dublin, OH 43017

Comerica Bank & Trust N.A.

9-9-730

REF. NUMBER  
CDMI-0080A3

DATE  
12/19/2014 CHECK NO  
1026

PAY ONE THOUSAND TWO HUNDRED FIVE AND 0/100

AMOUNT  
\*\*\*\$1,205.00

TO THE  
ORDER OF SUMMIT PHYSICIANS GROUP  
PO BOX-77000  
DEPT-771721  
DETROIT, MI 48277



Authorized Signature

10000 10 26 10 07 2000096 18530889 10 10

10000 1 20 500 1



Mailing Information:

SUMMIT PHYSICIANS GROUP  
PO BOX-77000  
DEPT-771721  
DETROIT, MI 48277

Claim Number CDMI-0080A3  
Claimant Williams, Shelia  
Date of Loss 05/10/2012  
Check Number 1026  
Check Date 12/19/2014  
Check Amount \$1,205.00  
Type of Payment IP 10 MEDICAL NO FAULT

Location 200010-NA A20000 Dept of Transportation Administration - Not Applicable 1301 E Warren Av  
For Period 03/19/2014 to 03/19/2014  
InvoiceNo P857234  
Handling Office 196-Chicago P&C - Ford, Columbus, OH  
Detail SHEILLA WILLIAMS/COMPUTED TO LOW OSMOLA

credit: 12/23/2014 process: 12/23/2014 lockbox: 771721 batch: 417 item: 19  
check: 1029 amount: USD 349.43 remitter:

Yock Risk Services Group, Inc.

CITY OF DETROIT (D/7176)  
AUTO AND GENERAL LIABILITY RESERVE  
5000 Bradenton Avenue  
Dublin, OH 43017



Comerica Bank & Trust N.A.

9-9-2014

REF. NUMBER  
CDMI-0080A8

DATE  
12/19/2014

CHECK NO  
1029

PAY THREE HUNDRED FORTY-NINE AND 43/100

AMOUNT  
\*\*\*\$349.43

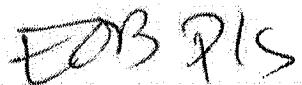
TO THE  
ORDER OF  
SUMMIT PHYSICIANS GROUP  
PO BOX-77000  
DEPT-771721  
DETROIT, MI 48277



Authorized Signature

1000010290 50720000960 18530889100

100000349437



Mailing Information:

SUMMIT PHYSICIANS GROUP  
PO BOX-77000  
DEPT-771721  
DETROIT, MI 48277

Claim Number CDMI-0080A3  
Claimant Williams, Shelia  
Date of Loss 05/10/2012  
Check Number 1029  
Check Date 12/19/2014  
Check Amount \$349.43  
Type of Payment IP 10 MEDICAL NO FAULT

Location 200010-NA A20000 Dept of Transportation Administration Not Applicable 1301 E Warren Av  
For Period 04/17/2014 to 04/17/2014  
InvoiceNo P856896  
Handling Office 196-Chicago P&C - Ford, Columbus, OH  
Detail SHEILLA WILLIAMS/OFFICE OR O. DRUG SCREEN

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check: 1025 amount: USD 795.92 remitter:

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York Risk Services Group Inc.

CITY OF DETROIT (D/7175)  
AUTO AND GENERAL LIABILITY RESERVE  
5000 Bradenton Avenue  
Dublin, OH 43017

Comerica Bank & Trust N.A.

3-9-2014

REF. NUMBER  
CDMI-0080A3

DATE  
12/19/2014

CHECK NO  
1025

PAY SEVEN HUNDRED NINETY-FIVE AND 92/100

AMOUNT  
\*\*\*\$795.02

TO THE  
ORDER OF  
SUMMIT PHYSICIANS GROUP  
PO BOX-77000  
DEPT-771721  
DETROIT, MI 48277

John Nibley Jr.  
Authorized Signature

00001025 0072000096 1853088910

000000795924

EOR PLS

Mailing Information:

SUMMIT PHYSICIANS GROUP  
PO BOX- 77000  
DEPT- 771721  
DETROIT, MI 48277

Claim Number CDMI-0080A3  
Claimant Williams, Sheila  
Date of Loss 05/10/2012  
Check Number 1025  
Check Date 12/19/2014  
Check Amount \$795 .92  
Type of Payment IP 10 - MEDICAL NO FAULT

Location 200010-NA A20000 Dept of Transportation - Administration--Not Applicable-1301-E Warren Av  
For Period 03/19/2014 to 03/19/2014  
InvoiceNo P857236  
Handling Office 196-Chicago P&C Ford, Columbus, OH  
Detail SHEILA WILLIAMS/INJECTION

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York Risk Services Group Inc.

CITY OF DETROIT (D/7175)  
AUTO AND GENERAL LIABILITY RESERVE  
5000 Bradenton Avenue  
Dublin, OH 43017

Comerica Bank & Trust N.A.  
9-9-720

REF. NUMBER  
CDMI-0080A3

PAY SEVEN HUNDRED ELEVEN AND 68/100

DATE  
12/19/2014

CHECK NO  
1027

AMOUNT  
\*\*\*\$711.68

TO THE ORDER OF SUMMIT PHYSICIANS GROUP  
PO BOX-77000  
DEPT-771721  
DETROIT, MI 48277

John Nefelos

Authorized Signature

000010220 0720000960 1853088910 0000071168

EDB Pls

Mailing Information:

SUMMIT PHYSICIANS GROUP  
PO BOX-77000  
DEPT-771721  
DETROIT, MI 48277

Claim Number CDMI-0080A3  
Claimant Williams, Shelia  
Date of Loss 05/10/2014  
Check Number 1027  
Check Date 12/19/2014  
Check Amount \$711.68  
Type of Payment

IP 10 MEDICAL NO FAULT

Location 200010-NA A20000 Dept of Transportation - Administration - Not Applicable 1301 E Warren Av  
For Period 05/15/2014 to 05/15/2014  
InvoiceNo P856895  
Handling Office 196-Chicago P&C Ford, Columbus, OH  
Detail SHEILA WILLIAMS/INJECTIONS

credit: 12/24/2014 process: 12/24/2014 lockbox: 771475 batch: 297 item: 1  
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WARNING: THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW - PAPER WILL TURN BROWN IF CHEMICALLY ALTERED - FLUORESCENT FIBERS ALSO EMBEDDED INTO THIS DOCUMENT

York Risk Services Group, Inc.

CITY OF DETROIT (D/7176)  
AUTO AND GENERAL LIABILITY RESERVE  
6000 Bradenton Avenue  
Dublin, OH 43017

Comerica Bank & Trust N.A.

9-9/720

REF. NUMBER  
CDMI-0080A3

DATE  
12/19/2014

CHECK NO  
1022

PAY EIGHT HUNDRED FIFTY-ONE AND 59/100

AMOUNT  
\*\*\*\$851.59

TO THE  
ORDER OF  
SUMMIT MEDICAL GROUP  
PO BOX-77000  
DEPT-771475  
DETROIT, MI 48277

*John Nichols Jr.*

Authorized Signature

"000010221" "072000096" "853088910"

"0000085159"

*EBS PLS*

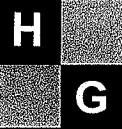
Mailing Information:

SUMMIT MEDICAL GROUP  
PO BOX-77000  
DEPT-771475  
DETROIT, MI 48277

Claim Number CDMI-0080A3  
Claimant Williams, Shelia  
Date of Loss 05/10/2012  
Check Number 1022  
Check Date 12/19/2014  
Check Amount \$851.59  
Type of Payment IP 10 - MEDICAL NO FAULT

Location 200010-NA A20000 Dept of Transportation Administration - Not Applicable 1301 E Warren Av  
For Period 03/19/2014 to 03/19/2014  
InvoiceNo R028174  
Handling Office 196-Chicago P&C Ford, Columbus, OH  
Detail SHEILA WILLIAMS/TRAMADOL, ALPRAZOLAM, HYDROCODONE, NAPROXEN, GABAPENTIN

# **EXHIBIT F**



Justin Haas  
Laurie Goldstein  
Jenifer L. Measel  
Jessica Faber  
Matthew S. Payne  
Diana Basel  
Nadia Ragheb-Gonzalez

January 7, 2015

Celesta Campbell, Esq.  
City of Detroit Law Dept.  
2 Woodward Avenue, Ste. 500  
Detroit, MI 48226

**RE: Summit Medical Group, PLLC and Summit Physicians Group, PLLC  
(Sheila Williams) v. City of Detroit  
Case No. 14-010025-NF**

Dear Ms. Campbell:

I previously sent you an email requesting that payments for my clients, Summit Medical Group, PLLC and Summit Physicians Group, PLLC, be sent through to my office as I claimed a Lien on any benefits paid in this case. This should have been apparent after I filed lawsuit in an attempt to get the overdue amount paid.

It is my understanding that the City of Detroit continues to issue payments directly to my clients after litigation, and even after my email to you requesting payments to come through me. Accordingly, I ask once again that you contact me to discuss the prior payments issued in violation of the Lien and further make certain that my name appears on any future checks be sent directly to my office.

Very truly yours,

**FILE COPY**  
JUSTIN HAAS

JH/pj

# **EXHIBIT G**